The Solicitors' Journal.

LONDON, JUNE 30, 1883.

CURRENT TOPICS.

THE ROYAL COMMISSION on the Ecclesiastical Courts have agreed upon their Report, which will be presented and published in the course of next month.

THE ORDER OF TRANSFER, to which we referred last week, transferring eighty actions from Mr. Justice CHITTY to Mr. Justice NORTH has been issued, and will be found elsewhere.

THE ORDER, rendered necessary by Mr. Justice PEARSON'S absence on circuit, transferring all his causes and matters to Mr. Justice NORTH, as from the 9th of July, is printed in another column.

WE SUGGESTED some time ago that legislation would be necessary in order to carry out the proposals of the new Chancery Funds Rules, and we believe that a Bill has already been prepared for introduction into the House of Lords with this object, and also with the object of consolidating the accounting departments of the Supreme Court.

ON MONDAY LAST Vice-Chancellor BACON was able, in consequence of the state of his bankruptcy business, to sit in Chancery. This is the first time for many months that the usual Monday sitting by the learned Vice-Chancellor in the Bankruptcy Court has not taken place. He is expected to intermit his sittings in the Chancery Division from Saturday until the following Friday.

THE DOMESTIC DISPUTE at the Law Institution is about to culminate in a special meeting, and the council have done well to place before their constituents the report of the special committee appointed to enquire as to the origin and nature of the relations between the club and the institution. There are two questions raised; one is as to the legality of appropriating any part of the building to the purposes of the club; the other is as to the extent of the room to be appropriated and the terms on which the club should be allowed to use it. We do not intend to be led into the discussion of the first question, which is not a practical one. As to the latter question, we think it is greatly to be regretted that the matter should have assumed so much of the aspect of an attack on the council and an attempt to discredit the retiring members of that body. We find in a pamphlet which has been issued a list stated to be of the council "for 1869-70, during which time the property of the society was given away to the club," with the following note: "Of the above, those marked † this year retire from the council by rotation, and seek re-election. Before returning your voting paper . . . consider well whether the general interests of the society will be served by placing again on the council those members of the club." This is not the way to procure the settlement of a question which deserves to be discussed, but which ought to be discussed without the introduction of irritating personalities or heated and extravagant accusations. We certainly think that the arrangements between the club and the institution are not very advantageous to the great body of members of the Incorporated Law Society, and we do not doubt that the council and the club will ultimately see their way to an adjustment of their relations more in accordance with the general welfare of the society,

IN SPITE of the care with which the Conveyancing Act, 1881, has provided that all proceedings relative to it shall be commenced in the secrecy of chambers, a few rays of judicial enlightenment sometimes escape into the surrounding gloom for the information of the profession. This week an important case has been decided by the Court of Appeal under section 56, which provides that a deed produced by a solicitor, containing or having indorsed on it a receipt for the purchase-money, shall be a sufficient authority for paying the money to the solicitor. In this case (*In re Bellamy and the Metropolitan Board of Works*) the Metropolitan Board, who had purchased from the trustees of a will, refused to make the payment to the solicitor, upon the ground that the vendors, being trustees, could not permit an agent to receive the purchase-money without committing a breach of trust; and the board required that the vendors should either attend in person to receive the money, or should give the board written directions to pay the money into a bank to their joint credit. This requisition being refused, the board took out a summons in support of it. A majority of the Court of Appeal, consisting of COTTON and BOWEN, L.JJ., against the opinion of BAGGALLAY, L.J., sustained the board's contention; reversing the judgment of KAY, J., in the court below. We confess that the reasoning of COTTON, L.J., seems to us to admit of no reply. He laid it down that the intent of the section is merely to protect purchasers by putting them in the same position as if they had paid the money to an expressly appointed agent; and not to enable vendors to appoint agents whom they could not have appointed independently of the section. In this case there was nothing to take the case out of the ordinary rule that trustees may not appoint an agent to receive the purchase-money; and it follows that what we may call their "implied" agent under the Act could not do what he might not have done if he had been their expressly appointed agent. This decision will perhaps be called a "narrow interpretation" by those who would like the Conveyancing Act to be a sort of blank form, ready to be filled up by everybody with anything which he thinks he would find convenient. To us the decision seems to be the result of very sound sense. BAGGALLAY, L.J., whom everyone must desire to treat with great respect, appears to have thought that, though to appoint the agent was undoubtedly a breach of trust, the Act nevertheless meant to compel the purchaser to deal with him, and to protect such dealing. The Act has certainly gone to great lengths in favour of purchasers; but we think that it ought not, except on such indisputable evidence as its hazy language seldom offers, to be convicted of a deliberate intent to compel purchasers to concur in a known breach of trust.

LORD DALHOUSIE, on the part of the Government, has accepted the Bishop of ROCHESTER'S amendment of clause 5 of the Criminal Law Amendment Bill, "to empower the infliction of corporal punishment upon an offender" against that clause, which repeats the provisions of the Offences against the Person Act, 1875 (proposed to be repealed by the Bill) whereby penal servitude for life may already be imposed by the court as the punishment for "unlawfully carnally knowing and abusing" a girl under the age of twelve—"twelve" having been substituted by the Act of 1875 for "ten," the age fixed under the 24 & 25 Vict. c. 100, s. 50. Opinions widely differ as to the propriety of inflicting corporal punishment upon adults. Mr. Justice Stephen (History of the Criminal Law, vol. 2, p. 91) is strongly in favour of its application in some cases. "The view," says he, "which I take of the subject would involve the increased use of physical pain, by flogging or otherwise, by way of a secondary punishment. It should, I think, be capable of being employed at the discretion of the judge in all cases in which the offence involves cruelty in the way of inflicting pain, or in which the offender's motive is lust. In each of these cases the infliction of pain is what Bentham called a characteristic punishment." The right reverend prelate who

moved the amendment which the Government accepted mentioned a horrible case in his own diocese, in which he said it would have served the offender right if "he had been *scourged to the bone*"—a minuteness of detail which recalls the frequent directions in long since repealed Vagrant Acts that the offender be "whipped until his or her body be bloody" (39 Eliz. c. 4), or "be branded in the left shoulder with a hot burning iron of the breadth of a shilling with a great Roman R upon the flesh" (1 Jac. 1, c. 7). As for flogging as a deterrent, Lord BRAMWELL strongly supported the amendment upon this particular ground, and Lord SHAFTESBURY said that he "once took the opportunity to put the question to a number of the criminal classes, and found that they preferred months of imprisonment to one flogging." On the other hand, there is a strong body of opinion, evidenced by the recent abolition of corporal punishment in the army, even for the most disgraceful offences, against the infliction of such punishments, at all events upon adults; and it has even been denied that the celebrated "Garrotting Act" put down garrotting by authorizing the use of the whip.

WE THINK that the resolution of the Government to drop the Criminal Code Bill altogether is greatly to be regretted. Novel clauses like the 12th, which authorized inquiries to be held into the commission of an offence although no particular person should be charged with it, and the 100th, which allowed accused persons to give evidence, might be expected to meet with such determined opposition that it was hopeless to proceed with a Bill containing them, and there were many other provisions to which a similar remark would apply, though in a less degree. But amongst the 131 clauses there may be found not a few to which no sane person could have objected, and which would have effected salutary, though not great, amendments of the law. Among these may be mentioned clause 7, which provided that a civil remedy should not be suspended by an omission to prosecute, and which the Grand Committee put into satisfactory shape after a lengthened discussion, clause 53, allowing a special jury in trials for felony, and clause 86, abolishing outlawry. But chief among the salutary amendments must be mentioned those which part 5 of the Bill (clauses 57—79) proposed to effect in criminal pleading. Short forms of indictment were scheduled—*e.g.*, "A. murdered B., at ——, on ——"; and clause 58 provided that every count of an indictment "shall contain and shall be sufficient if it contains in substance that the accused has committed some offence therein specified. Such statement may be made in popular language without any technical averments or any allegations of matter not essential to be proved." Who could have objected to this? It was further provided, by clause 59, that, "a count shall not be deemed objectionable on the ground that it charges in the alternative several different matters, . . . or on the ground that it is double or multifarious," the necessity for which clause is apparent, as we pointed out when the Bill was first introduced, from the singular case of *Reg.* v. *Willshire* (L. R. 6 Q. B. D. 366) in which the defendant, who was tried for bigamy, was acquitted upon grounds showing that he had committed the offence more than once. We cannot but think that, at least, Part V. of the Bill might have been passed, alike without opposition and with considerable benefit to the public.

THE GRAND COMMITTEE on the Bankruptcy Bill have now completed their labours, having at their last two sittings considered and passed with amendments the schedules to the Bill. On Friday the first schedule and part of the second schedule were disposed of. Upon rules 7 and 8 of the first schedule, which relate to the chairman of meetings, Sir JOHN LUBBOCK carried an amendment that, at meetings subsequent to the first, the chairman shall be appointed by the meeting, instead of being the trustee or official receiver as originally proposed. In rule 9, which required the proof of debt to be lodged twenty-four hours before the meeting in order to enable the creditors to vote, the words "twenty-four hours" were expunged on the motion of Mr. ARTHUR O'CONNOR; and, to rule 11, relating to the votes of secured creditors, an amendment was made, on the motion of Mr. WILLIAM FOWLER, requiring the creditor to give certain particulars of his security. Rule 12, which relates to the votes of creditors in respect of debts secured by current bills of exchange or promissory notes, was amended, at the instance of Mr. WILLIAM FOWLER, so as to give the trustee or official receiver only the right of redeeming the security, and also providing for such a creditor to be at liberty to correct the valuation made by him. In rule 18, relating to special proxies, amendments were carried by Mr. DIXON-HARTLAND to enable the holder of a special proxy to vote "*at any specified meeting or adjournment thereof*, or for or against any specific resolution, or for any specified person as trustee *or member of a committee of inspection*." Rule 19, which required proxies to be deposited with the official receiver at least twenty-four hours before the meeting, was amended, at the instance of Mr. A. O'CONNOR, by striking out the words "at least twenty-four hours," and the following addition was made to the rule at the instance of Mr. GREGORY:—

"Where it appears to the satisfaction of the court that any solicitation has been used by or on behalf of a trustee or receiver in obtaining proxies, or in procuring the trusteeship or receivership, except by the direction of a meeting of creditors, the court shall have power, if it think fit, to order that no remuneration shall be allowed to the person by whom, or on whose behalf, such solicitation may have been exercised, notwithstanding any resolution of the committee of inspection, or of the creditors to the contrary."

In rule 21, which provides that the chairman of a meeting may adjourn the same from time to time, and from place to place, words were inserted, at the instance of Sir JOHN LUBBOCK, so as to give such power to the chairman only "with the consent of the meeting." On the motion of Mr. WILLS, the following addition was made to the rules:—

"No person acting either under a general or special proxy shall vote in favour of any resolution which would directly or indirectly place himself, his partner, or employer, in a position to receive any remuneration out of the estate of the debtor otherwise than as a creditor rateably with the other creditors of the debtor."

In the second schedule, which relates to proof of debts, a new rule was substituted, on the motion of Mr. CHAMBERLAIN, for rule 4, relating to accounts and vouchers verifying debts. The following is the new rule as accepted by the Committee:—

"4. The affidavit shall contain or refer to a statement of account showing the particulars of the debt, and shall specify the vouchers, if any, by which the same can be substantiated. The official receiver or trustee may, at any time, call for the production of the vouchers."

The following new rule was also inserted, on the motion of Mr. CHAMBERLAIN, after rule 7, upon a question which has recently been discussed at some length in certain mercantile quarters:—

"8. A creditor proving his debt shall deduct therefrom all trade discounts, but he shall not be compelled to deduct any discount, not exceeding five per centum, on the net amount of his claim, which he may have agreed to allow for payment in cash."

On Monday the Committee resumed the consideration of the second schedule, and the rules dealing with the power of creditors holding securities to value their securities were struck out on the motion of Mr. W. FOWLER, and amendments giving power to sell securities by public auction, and also giving the creditor or the trustee power to bid for and purchase the property, were passed on the motion of the same member. On his motion also the following new rule was added to the schedule:—

"If a creditor, after having valued his security, subsequently realizes it, or if it is realized under the provisions of rule 14, the net amount realized shall be substituted for the amount of any valuation previously made by the creditor, and shall be treated in all respects as an amended valuation made by the creditor."

The following amendment, moved by Mr. CHAMBERLAIN, was also adopted:—

"The official receiver before the appointment of a trustee shall have all the powers of a trustee with respect to the examination, admission, and rejection of proofs."

On the motion of Mr. GREGORY a rule was inserted giving the court power to expunge or reduce a proof upon the application of a creditor if the trustee declines to interfere in the matter, or, in the case of a composition or scheme of arrangement, upon the application of the debtor. The second schedule was then passed, as were also the third schedule, containing a list of the metropolitan county courts, and the fourth schedule, containing a list of the enactments repealed; and the Bill was ordered to be reported to the House. The formal report of the Committee was presented to the House on Monday night.

It is well established that the costs of proceedings for a divorce instituted by a married woman against her husband may be recovered from her husband as necessaries (*Stocken* v. *Pattrick*, 29 L. T. N. S. 509; *Ottaway* v. *Hamilton*, L. R. 3 C. P. D. 393); and it was decided by Mr. Justice Chitty, on Monday last, in a case of *In re H. U. Pym, A Solicitor*, that this rule may apply, although the proceedings stop short of the presentation of the petition. The test applied was whether the proceedings were necessary, and it was shown that the threat of proceedings in the Divorce Court was the means whereby the execution of a separation deed was enforced on the husband, who was on the point of leaving the country.

AGREEMENTS FOR LEASES.

Lord Cairns said, in *Brogden* v. *Metropolitan Railway Company* (L. R. 2 App. Cas., at p. 32), that "there are no cases upon which difference of opinion may more readily be entertained, or which are always more embarrassing to dispose of, than cases where the court has to decide whether or not, having regard to letters and documents which have not assumed the complete or formal shape of executed and solemn agreements, a contract has really been constituted between the parties." Probably there are no documents to which this remark is more applicable than agreements for leases, both because these documents in their very nature contemplate the preparation of a subsequent complete and formal instrument, and also because, with regard to them, the question whether a complete contract has been entered into is complicated by the consideration that the parties are deemed in some cases to contract with reference to certain "usual" provisions. There is all the more need, if we may venture to say so, that learned judges in deciding upon the validity of these agreements should be careful to recognize and apply the general principles which govern this branch of the law of contract. We observe, with regret, a case of *Eadie* v. *Addison* (31 W. R. 320), in which a very learned and acute judge of the Chancery Division does not seem to have paid much regard to these principles. But before we come to the case it may be well to consider briefly what these principles are.

To begin at the beginning, the governing principle of the whole doctrine is this:—In order to constitute a valid contract for a lease there must be the unequivocal assent of the intending landlord and tenant to all the terms of such contract. If any terms are left unsettled there is no contract. But although it is essential that all the terms should be settled, it is not essential that they should be stated. If in the document signed by the party to be charged or his agent, the one party agrees to grant and the other to take a lease of specified property at a specified rent, for a specified term, commencing at a specified time, *without more*, the parties are taken to contract for a lease containing "usual covenants"—that is, the covenants which the courts have held to be usual.

But suppose the parties to such an agreement as that just mentioned go on to stipulate for the preparation of a formal agreement or lease? In this case it appears from the judgment of the late Master of the Rolls in *Winn* v. *Bull* (26 W. R. 230, L. R. 7 Ch. D. 29) that there is no contract until the subsequent formal agreement has been executed, because, until that is done, the parties have not assented to all the terms of the contract. He said that "where the bargain is for a lease which is to be formally prepared, in general no solicitor would, unless actually bound by the contract, prepare a lease not containing other covenants besides—that is, covenants which are not comprised in or understood by the term—'usual covenants.' It is then only natural to suppose that when a man says *there shall be a formal contract approved* for a lease, he means that more shall be put into the lease than the law generally allows. . . . That being so, that agreement is uncertain in its terms, and consequently cannot be sustained." It will be observed that the learned judge was less exact than usual in his language, and he does not make it quite clear whether he means to refer to the case of a mere stipulation that a formal lease shall be prepared or to a stipulation that such a lease shall be prepared *and approved*. It is not very easy to see why a mere stipulation that a formal lease shall be prepared should introduce uncertainty: the formal lease might be a lease containing the "usual" covenants.

Of course, if all the terms are settled *and stated*, a mere stipulation that such terms shall be embodied in a formal instrument will not invalidate the contract. "I entirely accept," said Lord Westbury, in *Chinnock* v. *The Marchioness of Ely* (4 De G. J. & S., at p. 645), "the doctrine contended for by the plaintiffs' counsel, and for which they cited the cases of *Fowle* v. *Freeman* (9 Ves. 351); *Kennedy* v. *Lee* (3 Mer. 441); and *Thomas* v. *Dering* (1 Keen, 729), which establish that, if there has been a *final* agreement, and the terms of it are evidenced in a manner to satisfy the Statute of Frauds, the agreement shall be binding, although the parties may have declared that the writing is to serve only as instructions for a formal agreement, or although it may be an express term that a formal agreement shall be prepared and signed by the parties."

But how is it to be ascertained that the agreement is "final"? On this point the late Master of the Rolls laid down a definite rule in the above-mentioned case of *Winn* v. *Bull*. Where the instrument containing the terms is expressed to be "*subject* to the preparation and approval" of a formal contract, it "means what it says: it is subject to, and is dependent upon a formal contract being prepared" and approved, and there is no contract till that has been done. This rule was recognized by Mr. Justice Pearson in *Eadie* v. *Addison*, though its meaning was rather singularly expressed by him. The meaning, he said, is that "there is an agreement made [*sic*], but it is not to bind either party until it is carried into effect by the approval of a formal contract between the parties."

Where the instrument specifying certain terms of the lease is not expressly stated to be "subject" to the preparation and approval of a formal contract, it "becomes a question of construction whether the parties intended that the terms agreed on should merely be put into form, or whether they should be subject to a new agreement, the terms of which are not expressed in detail" (see the judgment in *Winn* v. *Bull*, L. R. 7 Ch. D., at p. 32). But in deciding this question the court must necessarily be thrown back on the general principle which we stated at the commencement of these observations. The test must be, Is there anything in the instrument to show that all the terms are not settled between the parties? If the instrument shows that some of the terms are to be the subject of future negotiation between them, then there will be no contract until such terms have been settled. Now, in *Eadie* v. *Addison* an owner of property wrote to his solicitors a letter, desiring them to offer to the plaintiff a lease of the property; specifying certain terms, and adding, "a proper lease to be drawn up, with all proper clauses, *and approved of by me and my solicitor*." The solicitors forwarded the letter to the plaintiff, who replied, accepting the terms, and requesting the solicitors to prepare and send a draft lease. When the draft lease was sent it was found to contain a covenant against assigning or underletting, which was not stipulated for in the correspondence, and which the plaintiff refused to consent to; and he thereupon brought an action to enforce specific performance of the contract. Mr. Justice Pearson held that there was a binding contract, and decreed specific performance. If the decision rested on the ground that all the terms of the intended lease were fully stated in the correspondence, and that the expression "a proper lease to be drawn up, with all proper clauses, and approved of by me and my solicitor," meant nothing more than that the terms stated were to be embodied in a formal lease, we have only to remark that, though this is a strong construction, it is a pity the learned judge did not rest his decision on this ground. He appears to have based his decision, not on the ground that no terms could be inserted in the lease except those which were specified in the correspondence, but upon the ground that the term proposed to be inserted was one which the intending lessor must have known that the intending lessee would not agree to. We confess we do not see what this has to do with the matter. Either all the terms were settled in the correspondence, in which case there was a valid contract and no terms could be inserted in the lease which were not in the contract; or all the terms were not settled, in which case there was no valid contract.

Mr. Charles Allen, chief clerk to Mr. Baron Huddleston, who had been in the service of that judge for upwards of thirty-five years, died suddenly on Sunday last.

TRADE CUSTOMS AND THE "ORDER AND DISPOSITION" CLAUSE.

Considerably more than a year ago we took occasion, in commenting upon the well-known case of *Crawcour* v. *Salter* (30 W. R. 21, L. R. 18 Ch. D. 30), to point out that, in deciding that case, the judges of the Court of Appeal seem to have had in their minds some principles of the highest importance as regards their application to similar cases. Another case which has very recently been decided by Mr. Registrar Hazlitt, sitting as Chief Judge, has recalled these observations to our mind, and caused us to think that they may very usefully be put once more in a brief form before the profession. In the last-mentioned case (*In re Reed*) the proprietor of a club, who had filed a liquidation petition, had carried on the business of the club under an agreement with a wine merchant, by which the latter kept a stock of wine on the club premises, to be sold by the proprietor to the members at a commission of twenty-five per cent. The trustee in the liquidation claimed the stock of wine on the club premises, under the "order and disposition" clause of the Bankruptcy Act, 1869 (section 15, sub-section 5); and Mr. Registrar Hazlitt sustained the claim. The learned registrar appears not to have thought the evidence of the trade custom sufficiently clear to take the case out of the clause in question; though the wine merchant by whom the wine was supplied, together with three others, gave evidence that it is a common and well-known custom for the wines at proprietary and other clubs to be supplied in the manner above described.

We pointed out on the former occasion to which we have alluded, that in the case of *Crawcour* v. *Salter* the following circumstances are found to have been present:—(1) That in that case both the hirer and also the lender of the chattels in dispute were traders; (2) that not only did the trade carried on by the *lender* make it seem a very natural thing for him to lend the chattels, but also (which we thought a still more important feature) the trade of the *hirer* was such as to make it seem a very natural thing for him to hire them; and (3) that the alleged custom was one which was likely to be known to the general creditors. In deciding that case, the judges alluded to all these points as forming the ground of the decision; and we inferred that the case could not be relied upon as an authority under circumstances which do not unite the above-mentioned characteristics. We also thought that the case must be taken to throw some doubt upon the decision of Vice-Chancellor Bacon in *Ex parte Hattersley* (L. R. 8 Ch. D. 601); which seems to have decided that a custom merely to *lend* out pianos on hire, existing in the *piano manufacturing* trade, is enough to take pianos out of the "order and disposition" clause, although there is nothing to show that the person who *hires* them is more likely to hire (instead of buying) a piano than anybody else. From the last-mentioned circumstance it would also follow that the general creditors of the debtor would have no more reason to suppose that the piano of their particular debtor was hired, than to suppose that any other piano, which they chanced to see in a house, was hired.

We do not mean to insist that the conditions which we have above laid down are absolutely necessary to the sufficiency of a trade custom to serve the purpose in question; though we doubt whether the case of *Crawcour* v. *Salter* can be relied on in favour of any case in which they do not all concur. But we wish to point out, that in the case recently decided by Mr. Registrar Hazlitt, it might be very plausibly contended, that all of them are present; and, accordingly, that the custom which, in that case, was alleged to be sufficient, cannot (if proved to exist as a custom) be held to be insufficient without dissenting from *Crawcour* v. *Salter*.

For in the recent case both parties were clearly traders; and there is no difficulty in seeing, both that it was extremely natural for the wine merchant to lend out wine in the manner alleged, and also for the club proprietor to hire it. Here, of course, the question of fact comes in; and it will be asked whether the custom is very prevalent. We venture to express the opinion that only a minority of clubs keep their stock of wine upon any other system. So far as the present case is concerned, it is only necessary to inquire into the proportion between the number of *proprietary* clubs having a stock of wine absolutely belonging to the proprietor, and the number of proprietary clubs in which the stock of wine is hired. Any of our readers who know much about the circumstances under which those institutions are commonly got up will probably agree with us in thinking that only an exceedingly small fraction of the total number are likely to be in a position to keep their own stock of wines. We conceive that no difficulty would be found in supplementing the evidence already given in the case of the three wine merchants with the evidence of any required number both of wine merchants and of club proprietors.

There remains the last question, whether the custom is one which would be likely to come to the knowledge of the general creditors. It seems to us to be much more likely to be generally known, than the custom which, in the case of *Ex parte Watkins* (21 W. R. 530, L. R. 8 Ch. 520), was held by Lord Chancellor Selborne and Lord Justice Mellish to be sufficient to take chattels out of the "order and disposition clause." The custom alleged in that case was a custom in the wine and spirit trade, for purchasers of wines and spirits in bond to leave them for a time in the bonded warehouse of the vendor, the purchaser making a payment by way of rent. The recognition of this custom was certainly approved, and, perhaps, extended to greater lengths, in *Ex parte Vaux* (22 W. R. 811, L. R. 9 Ch. 602).

These considerations suggest the conclusion, that the case of *In re Reed* turns solely upon the question of fact, whether the custom is really well known in the respective trades of the wine merchant and the club proprietor. Upon this point it might, perhaps, be worth the while of the defeated party in *In re Reed* to make inquiries as to the correctness of the opinion which we have above expressed.

REVIEWS.

HIGHWAYS.

The Law of Highways. By W. C. Glen and Alex. Glen, Barristers-at-Law. Shaw & Sons.

The law of highways has not, perhaps, been so copiously treated of, having regard to its importance, by our legal writers as many other legal subjects. The previous well-known book on Highways by Mr. W. C. Glen was, before the publication of the present work, the only book, professing to deal with the whole subject, which had appeared since Wellbeloved on Highways, though there were various annotated editions of the Highway Act of 1835. The present work does not purport to be merely a second edition of the former, though it works up to a great extent the materials which were ready to hand in the existing book. The result is a very elaborate and bulky treatise which forms a most valuable work of reference both to the lawyer and to all persons officially connected with the management of highways. Without professing to have perused the work at large—it is hardly a book to sit down and read through—we should say that, as far as we can judge, every case and every statute in any way connected with or bearing upon the subject of highways is here set out or referred to. The idea which governs the arrangement of this work seems to us to be good. The authors commence with a treatise on highways at common law, and then proceed in a second part to deal with the Highway Act, 1835, and subsequent statutes that have been passed relating to highways. We approve of this arrangement, because it seems to us that in a work of this character it is essential to set out the text of the statutes themselves, and that they cannot satisfactorily be paraphrased. The result is occasionally a want of consistency, because the authors have found it impossible—and it obviously was impossible—to prevent the necessity for some amount of reference to the subsequent statutory provisions in the part relating to highways at common law, so that to some extent the title of the first part is not strictly accurate. But, nevertheless, we believe that practically speaking, the arrangement selected was the best.

The book, however, valuable and meritorious as it is, illustrates very strongly, perhaps as strongly as any modern law book we have seen, one of the chief difficulties under which the writer of modern law treatises labours—viz., the difficulty of combining a scientific treatise, an exhaustive book of reference, and a book that will command a good sale. This difficulty is greatly enhanced when the subject has been dealt with by a great multiplicity of statutes, as in the case with highways. We should say that this book, regarded as a treatise on the law of highways, is somewhat overweighted with lengthy extracts from authorities and collateral matters. Many modern editions of text-books, that at the outset were masterly treatises, illustrate the same difficulty. The tenth or eleventh edition of the work becomes a perfect jungle of interpolations, and the outlines of the original structure are almost lost. There is something of

the same effect produced when a work seeks to combine a treatise on principles with an exhaustive book of reference. Again, there is a further difficulty. A book must be written so as to command a sufficient sale. The legal profession itself affords but a limited field of purchasers. Now, it is obvious that the wants of the lawyer and the official connected with highways are not identical. The former has a law library which will contain, in other books, the necessary information on collateral subjects connected with highways. The official very probably has not. This work appears to contain every enactment that, in practice, anybody connected with the management of highways would want to refer to. For instance, all the provisions of the Towns Improvement Clauses Act, with regard to fencing and dangerous structures; the Towns Police Clauses Act, and much of the statutes relating to the poor rate, are set out. These statutes are not, strictly speaking, matters that form part of a treatise on highways, but practically speaking they must be consulted by those connected with highways. We do not wish to be considered, in making these observations, as at all intending to complain of the authors. As we have already said, it seems to us that they have produced a very valuable work, and one which succeeds in attaining the object at which they probably aimed. We only point out the difficulty which militates generally against the production of law treatises entirely satisfactory as legal literature.

PRACTICE AT ASSESSMENT SESSIONS.

THE PRACTICE OF THE COURT OF GENERAL ASSESSMENT SESSIONS UNDER THE VALUATION (METROPOLIS) ACT, 1869, WITH PRECEDENTS AND FORMS. By EDWARD W. BEAL, Solicitor, Clerk of the Court of General Assessment Sessions. Shaw & Sons.

This is a little book of some two hundred pages, of which fifty pages are occupied with precedents and forms, and herein lies the great value of the book. Precedents and forms of the nature here set out are not very easy to come by, and no one could have better opportunities for making a good selection of the best precedents and forms than the author, who is clerk of the General Assessment Sessions. As a safe source for trustworthy precedents of the nature required under the Metropolitan Valuation Act, 1869, this little volume will no doubt be much resorted to. Another good point lies in the introduction of tables giving the names and official addresses of clerks to the different assessment committees, and of the surveyors of taxes in the metropolis. Of course, changes of name will occur from time to time, but probably the old addresses will, in most cases, find the new clerks or surveyors. We cannot speak quite as highly of the earlier pages of this book. In his attempt to condense the Act into a few brief statements, Mr. Beal occasionally tends to become obscure. For instance, on the very first page, he tells us that "the Court of General Assessment Sessions consists of nine members, all justices, appointed as follows:—Three by the Quarter Sessions for Middlesex; two by the Quarter Sessions for Surrey; two by the Quarter Sessions for Kent; two by the Court of Aldermen for the City of London." Now no one who reads this without referring to the statute, section 24, would gather that the justices appointed by these respective courts must be justices for the counties which they are appointed to represent. Again, on page 2, Mr. Beal points out that, under section 27, orders may be made regulating appeals, but that such orders have no validity until approved by a Secretary of State; and then he goes on to say, "These orders, made under an express statutory provision, would seem to be of higher authority than the ordinary standing orders or rules of practice made by courts of quarter sessions." For this opinion Mr. Beal gives us no authority whatever. It may be that he is right, but we should like to know on what he bases this statement. At page 4 we are told that section 63 sanctions the use (with the consent of the person or body having control of it), for hearing appeals, of any room maintained out of a metropolitan rate, and Mr. Beal adds, "If this consent be withheld, it does not appear what is the remedy," as if he thought there was one. Did the Legislature intend that there should be any such remedy? However, as we have said, we do not doubt that this little work will be of much service.

SCOTTISH PEERAGE CLAIMS.

JURISDICTION ON SCOTTISH PEERAGE CLAIMS. By W. O. HEWLETT, F.S.A., Solicitor. Wildy & Sons.

By his work on dormant and forfeited Scottish dignities, Mr. Hewlett has established his right to speak on any question relating to the peerage of Scotland. In the little book which he has just published, he argues against the proposal of the Lords Committee to refer to the Court of Session protests against a Scottish peer's right to vote, and protests for precedence. The full title of his work is "Some Reasons against the Transfer of the Jurisdiction of the House of Lords in regard to Scottish Titles of Honour to the Court of Session in Scotland." If the question were to be decided by history and precedent, Mr. Hewlett's learning and research have made it clear that the recommendation of the Committee ought not to be followed. And even on the ground of expediency, he has urged some good arguments. Is the Court of Session to be the final tribunal? If so, it will, in peerage claims, have power to overrule decisions which have been given by the House of Lords, and the novelty will be introduced of allowing commoners to try questions relating to the peerage. If the Court of Session is not to give final judgments, it seems certain that every case brought before that court will be re-heard before the Committee of Privileges of the House of Lords, and the result will be merely expense and delay. It is well known that the recommendation of the Committee was due to the dissatisfaction which was felt with regard to the judgments in the *Mar case*. Mr. Hewlett justly attacks a proposal really, though not ostensibly, based upon such a ground. He has a strong opinion that the claim of Mr. Goodeve Erskine rightly failed, and a good many pages of his book are devoted to supporting the decision. The judgments of Lord Chelmsford, Lord Redesdale, and Lord Cairns do not by themselves carry absolute conviction, and it is, of course, open to Mr. Goodeve Erskine to urge his claim whenever he thinks he has a better chance of success.

Eighteen peers have just issued a protest against the Representative Peers (Scotland) Bill, which was introduced this session. One of their reasons against the Bill is that, in making up the new election-roll, "either the ancient earldom of Mar, which remained untouched by the order or resolution of the House of Lords, relative to a title of Mar decided to have been created in 1565, will disappear from the roll; or, if it is placed upon the new roll in its present position upon the Union Roll, a higher order of precedence will be given to the modern earldom than that to which it has been decided to be entitled." This is a good reason, and several others recorded in the protest are forcible against the provisions of the Bill in detail; but Mr. Hewlett goes more into the question of principle, which is the true ground for objections to the Bill to rest upon.

Mr. Hewlett seems to have written his little book rather hurriedly. Several instances of repetition may be noticed. In view of the impending legislation, doubtless, he had no time to be brief.

PRINCIPLES OF RATING.

A TREATISE ON THE PRINCIPLES OF RATING. By GEORGE B. ROSHER, Barrister-at-Law. W. Maxwell & Son.

Mr. Rosher has produced what seems to us to be a very successful little book on the law of rating. He distributes what he has to say under three heads—"What Rateable;" "Who Rateable;" and "How Rateable." We should have liked a fourth division, preceding the other three, on "The Rate." The author merely states that "the *raison d'être* of the law of taxing consists in the need of a methodical system of raising money for the relief of the poor," and says nothing about the various rates for highways, education, and so on, which are now levied by the same machinery as the poor-rate. Mr. Rosher has the faculty of writing clearly and concisely, and the reasonable size of the book renders it one which can be read through with advantage. References are given to some 700 cases.

Mr. Justice Story, says the *Central Law Journal*, told a friend of his that the judges of the Supreme Court usually dined together and discussed at the table the questions which were argued before them. "We are," he said, "great ascetics, and even deny ourselves wine, except in wet weather." Here the judge paused, as if thinking that the act of mortification he had mentioned placed too severe a tax upon human credulity, and presently added: "What I say about wine, sir, gives you our rule; but it sometimes happens that the Chief Justice will say to me when the cloth is removed, 'Brother Story, step to the window and see if it does not look like rain.' And, if I tell him that the sun is shining brightly, he will sometimes reply, 'All the better, for our jurisdiction extends over so large a territory that the doctrine of chances makes it certain that it must be raining somewhere, and it will be safe to take something.'"

In a case of *Wood* v. *Ainley*, on Tuesday last, Mr. Justice Kay is reported to have commented forcibly on the impropriety of wasting small properties by administration actions which were altogether unnecessary, except to determine some incidental point which might have been expeditiously and cheaply decided. He observed that the case before him was an action brought, not to administer residuary estate, but simply as to a specific gift, to decide a question which might and ought to have been raised at the hearing by demurrer. The action being brought by a next friend, on behalf of infants, the court had full power to deal with the matter of costs, and he should not allow, as against the infants' estate, any more costs that would have been incurred, if this action had been tried on demurrer. Any extra costs were to be paid by the next friend personally. His lordship said that it ought to be widely known that people who choose to bring actions on behalf of infant plaintiffs do so at their own risk, if such actions are unnecessary or improper. He further intimated that the new rules now in course of consideration would probably confer on the judge wider powers of dealing with cases where unnecessary costs were incurred powers which he, personally, would be fully prepared to exercise.

CORRESPONDENCE.

TRUSTEES' POWERS OF INVESTMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to the letter of your correspondent "E. B.," last week, it would be interesting to learn whether the difference between the "*any* of the parliamentary stocks or public funds, or in Government securities," of section 25 of Lord Cranworth's Act, and the securities authorized by Lord St. Leonards' Acts, is a practical one. It certainly seems odd that such text-writers as Davidson, and Hayes and Jarman (Concise Wills) should agree in pronouncing section 25 "inoperative" as an investment clause, on the ground that the powers given by the previous Acts are "much more extensive," if it really provided a latitude which it was desirable to have preserved by re-enactment. The restriction as to the consent of the tenant for life, where the investment was not in Three per Cent. Consols, no doubt told against the clause; but I suspect that, for practical purposes, a sufficient choice of suitable securities is afforded by Lord St. Leonards' Acts, and the 30 & 31 Vict. c. 132, and the Government securities which have always been open to trustees.

The mention of 23 & 24 Vict. c. 145, s. 25, at p. 158 of Messrs. Clerke and Brett's book, in connection with the summary of "authorized investments," is evidently an oversight. In other parts of the work its repeal is noticed, and the summary of "authorized investments" given at p. 158 is quoted from Davidson's "Settlements," 3rd ed., p. 26, and therefore, presumably, no particular in it can be attributable to section 25, the author having, three pages earlier, described the powers thereby given as far less extensive than those previously existing.

I observe that Mr. Cavanagh, at p. 665 of his "Modern Conveyancing," expresses some surprise that no new implied power of *varying* investments should have been substituted for that conferred by section 25; but probably it was considered that *Waite* v. *Littlewood* (41 L. J. Ch. 636), and *The Clergy Orphan Corporation* (L. R. 18 Eq. 280), overruling the decision in *Re Warde* (2 John. & Hem. 191), had the same effect. H.

Carlisle, June 26.

UNDISTRIBUTED ASSETS AND UNCLAIMED DIVIDENDS IN BANKRUPTCY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The Bankruptcy Bill, as introduced, contained no clause dealing with the undistributed assets and unclaimed dividends, estimated by the comptroller at about £5,000,000, and by mercantile men at a still higher figure. On the motion of Mr. Chamberlain, however, a new clause has just been inserted, providing for the collection on behalf of the Crown of these immense funds. No provision is made for publishing information as to the funds so to be collected. A very large "Crown windfall" may therefore be looked for if the Bill passes in its present form. As the question is of vital interest to creditors, I venture to trouble you with this letter in the hope that some member of the House of Commons may see fit to draw attention to the matter on report.

These funds have gone on accumulating (as was stated by Earl Cairns when introducing his scheme for the amendment of the law of bankruptcy), owing to the "supineness of creditors." His lordship's view is strikingly borne out by an Act of Parliament passed last session, with reference to the affairs of the City of Glasgow Bank. From an appendix to that Act I extract the following figures:—"Interest which may be claimed by creditors, £260,000; liabilities for which claims not yet lodged, £54,143 17s. 7d."

Had the liquidators published in the leading newspapers particulars of these funds, there is no doubt—judging by the happy results of newspaper publicity in similar cases—that the larger portion would have been claimed.

The main object of the new Bankruptcy Code is supposed to be to give the largest possible amount of benefit to creditors. This being so, I would venture to suggest that there be added to Mr. Chamberlain's new clause the following:—

"There shall be published in newspapers, approved by the Board of Trade, particulars of all funds collected under this section, showing (1) the total amount of such funds; (2) from what estates such funds have arisen; (3) the names, addresses, and descriptions of creditors entitled to sums of £5 or upwards:

"Sums under £5 shall be carried to a separate account, and applied towards defraying the cost of advertising.

"The annual report of the official receiver shall contain a full statement of all funds collected under this section, and in an appendix thereto particulars of unclaimed funds due to creditors or their representatives."

Unless some such proviso is added, it is difficult to see how the creditors will be benefited by the transfer of the undistributed assets and unclaimed dividends from the trustees to the Crown.

EDWARD PRESTON.

1, Great College-street, Westminster, June 25.

MR. FORD'S MEETING.

[*To the Editor of the Solicitors' Journal.*]

Sir,—May I ask you to insert the enclosed in your next issue?

JOHN R. ADAMS.

66, Cannon-street, London, E.C., June 28, 1883.

"5, Serjeant's-inn, Temple, E.C., June 22, 1883.

"J. R. Adams, Esq.

"Law Club.

"Dear Sir,—On looking again at your polite note of the 20th, I notice the words, 'you *profess* to have in view.' I am half afraid that this expression may be read as an imputation upon me that I am capable of having in view other than that which I profess. That being so, and as I feel sure you do not wish to attempt to cast upon me such an imputation, as I have not even the pleasure of knowing you, do you mind sending a short note to those to whom you sent yours of the 20th, disclaiming any such intention? I value the expression of your opinion on the Club question. I feel I have drawn forth the report of the council, and, in view of that document, I shall not move some of the resolutions.

"Faithfully yours,

"CHARLES FORD."

"66, Cannon-street, London, E.C., June 23, 1883.

"Charles Ford, Esq., 5, Serjeants'-inn, Temple.

"Dear Sir,—In reply to yours of the 22nd inst., I have not the least hesitation in stating that I did not intend to impute that you are "capable of having in view other than you profess." I do not think my letter will be understood as containing any such imputation, but you are at liberty to publish this disclaimer in the *Law Times*. I will send a copy of your letter and of this reply to the SOLICITORS' JOURNAL and to Mr. Williamson.

"I take this opportunity of intimating to you that I have given notice to Mr. Williamson that I shall move, as an amendment to your first resolution, the following:—'That the arrangements subsisting between the society and the Law Club are unsatisfactory, and ought to be terminated.'

"May I venture to hope that you and your friends will agree that you shall move your first resolution *pro formâ* only, so that the discussion and division may be taken on my amendment.

"I think the latter raises the question which is really in issue, and does so in a manner which will not give rise to irritation or ill-feeling.

"Yours faithfully,

"JOHN R. ADAMS."

CASES OF THE WEEK.

REPUTED OWNERSHIP—ORDER AND DISPOSITION—ARTICLES NOT CONNECTED WITH DEBTOR'S TRADE—BANKRUPTCY ACT, 1869, s. 15, SUB-SECTION 5.—In a case of *Ex parte Lovering*, before the Court of Appeal on the 21st inst., a question arose as to reputed ownership. A father and two sons, who had carried on in partnership the business of woollen warehousemen, filed a liquidation petition, and in the liquidation the question arose whether a number of pictures, said to be worth several thousand pounds, were the separate property of the father or were part of the joint estate of the firm, or, at all events, whether, if they were in fact, as between the partners, separate estate of the father, they were in the reputed ownership of the firm, and therefore to be treated and administered in the liquidation as part of the joint assets. The pictures had been kept in the warehouse or the counting-house of the firm, and the agent of one of the creditors made an affidavit, in which he said that he had frequently visited the debtors' place of business and had noticed a large quantity of pictures in the warehouse; that on several occasions the father had referred to the pictures and the amount of money which he had invested in them, and, speaking to the witness on the subject of the account of his principal, he had referred to the pictures and his stock of woollen goods as property belonging to him. The witness said that in consequence of the statements made to him by the father he informed his principal that there was a large sum of money locked up in pictures, which would realize a large amount when sold, and by that means the firm obtained extended credit from the witness's principal. The witness, however, added that he believed that the father was trading alone, and that the stock of woollen goods and pictures belonged to him. Another creditor deposed that he did not know that the sons were in partnership with their father, and that from conversation which had passed between the father and himself he drew the conclusion that the pictures were part of the business property of the father. A third creditor said that his impression was, from the remarks made by the father respecting the pictures, that they belonged to the firm, and that the firm was carrying on a trade in paintings as well as

in woollen cloths. The court (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) held, on the evidence, that the pictures were in fact the separate property of the father. And, as to the question of reputed ownership, they said that the case was entirely different from that of articles connected with the business of the firm, such, for instance, as ready-made coats, in which it might well have been supposed that the firm were dealing. But pictures had no connection whatever with the business, and there was nothing in the evidence to show that they had ever been treated as the property of the firm. The evidence of reputed ownership was of a very indefinite nature, and was not enough to outweigh the inference to be drawn from the nature of the chattels that they were in no way connected with the business of the firm.—SOLICITORS, *Rooks & Co.; H. Montagu.*

VENDOR AND PURCHASER—AUTHORITY FOR PAYMENT OF PURCHASE-MONEY TO SOLICITOR—TRUSTEES—CONVEYANCING AND LAW OF PROPERTY ACT, 1881, s. 56.—In a case of *In re Bellamy and The Metropolitan Board of Works*, before the Court of Appeal on the 26th inst., the important question arose whether the provisions of section 56 of the Conveyancing Act, 1881, apply to the case of a sale by trustees. Section 56 provides that, "where a solicitor produces a deed, having in the body thereof or indorsed thereon a receipt for consideration-money or other consideration, the deed being executed, or the indorsed receipt being signed, by the person entitled to give a receipt for that consideration, the deed shall be sufficient authority to the person liable to pay or give the same for his paying or giving the same to the solicitor, without the solicitor producing any separate or other direction or authority in that behalf from the person who executed or signed the deed or receipt." A contract for the sale of real estate had been entered into with the Metropolitan Board of Works, the vendors being trustees with power to sell and to give receipts for the purchase-money. A question arose as to the mode in which the purchase-money should be paid, and the board took out a summons under the Vendor and Purchaser Act, 1874, asking for a declaration that the vendors should either attend personally and receive the purchase-money, or that they should give the board a direction in writing to pay the money into a bank to the joint account of the trustees. The vendors insisted that section 56 applied, and that the production of the deed duly executed by the vendors would be a sufficient authority for the payment of the purchase-money to the vendors' solicitor. Kay, J., held that section 56 applies to a case where trustees are vendors just as to an ordinary case of a sale by a beneficial owner, and that, unless the purchasers had reason to suspect an intended misapplication of the purchase-money, the vendors were entitled to avail themselves of the provisions of section 56. He accordingly dismissed the summons. This decision was reversed by the Court of Appeal (BAGGALLAY, COTTON, and BOWEN, L.JJ.), BAGGALLAY, L.J., differing from the other members of the court, and agreeing with Kay, J. On the hearing of the appeal it was argued that section 56 was only intended to do away with the necessity for a special authority to the vendor's solicitor to receive the purchase-money, and that it did not extend to the case of trustees, because it would, before the Act, have been a breach of trust (in which the grantor would be implicated) for trustees to authorize their solicitor to receive trust-money, and that it could not have been intended to alter the law in this respect. BAGGALLAY, L.J., said that it had been contended that an authority given by trustees for sale to their solicitor to receive the purchase-money would be a breach of trust; and that, if the purchaser paid his purchase-money to the solicitor upon such an authority, he would be implicated in the breach of trust, and might be called upon to repay the purchase-money in the event of it being misapplied by the solicitor. The former of the two propositions was, in his lordship's opinion, well founded; and, as a general proposition, it had not been disputed by the respondents. Lord Langdale's decision in *Ghost* v. *Waller* (9 Beav. 497) had always been recognized and followed. But his lordship was not aware of any authority that supported the latter proposition as applicable to any cases other than those in which, from the surrounding circumstances, knowledge, or at least a suspicion, of an intended misapplication of the purchase-money had been attributed to the purchaser. *Webb* v. *Ledsam* (1 K. & J. 385), and *Hope* v. *Liddell* (21 Beav. 183), so far as they had any bearing on the general proposition, appeared to be adverse to the appellants' contention. *Viney* v. *Chaplin* (2 De G. & J. 468), did not appear to have been discussed before Kay, J., but his lordship agreed with him in thinking that the 8th and 56th sections of the Conveyancing Act of 1881 were passed with reference to the views expressed by the judges by whom *Viney* v. *Chaplin* was decided. It was said that *Hope* v. *Liddell* had not been approved by conveyancers, but nearly thirty years had elapsed since it was decided, and his lordship was not aware that its authority had ever been impugned; it was quoted in *Viney* v. *Chaplin*, and no disapprobation of it was expressed; and the decision in *Viney* v. *Chaplin* was perfectly consistent with it. Lord St. Leonards advised that when the vendors were trustees for sale, the purchasers should, for their own protection, either pay the money to the vendors, or into a bank to the joint account of the trustees; that advice was given many years ago, and was, in his lordship's opinion, sound advice for general guidance; and for this reason, that if at any future time the authority of the agent should be disputed, or it should be sought to affect the purchaser with knowledge or suspicion of an intended misapplication of the purchase-money, it might be difficult for the purchaser or his representatives to prove the one or disprove the other. That advice had been repeated in the books of other writers, and it appeared to have been adopted in practice by conveyancers generally; it was doubtless the foundation of the requisition made on behalf of the appellants in the present case, but it was not advice which ought in all cases to be acted upon if effect was to be given to the views expressed in *Viney* v. *Chaplin*; and Lord St. Leonards, in the 14th edition of his great work, published two or three years after the decision of the appeal in *Viney* v. *Chaplin*, first referred to the decision of Kindersley, V.C. (4 Drew. 237), as supporting the proposition "that, as a general rule, the purchaser had a right to pay the purchase-money to the seller himself," and added that, "on appeal it was considered that a written authority would be sufficient, but the solicitor as such had no right to receive the money." Lord St. Leonards expressed no dissent from the views expressed by Lord Cranworth and Turner, L.J., in *Viney* v. *Chaplin*. In the last edition of Lewin on Trusts it was said, "Trustees as between themselves and the purchaser are not bound to receive the purchase-money personally, but may give a written or other express authority to their solicitor or agent to receive it on their behalf, but payment to a solicitor or agent without a written or other express authority from them will not be sufficient." In his lordship's opinion these comments of Lord St. Leonards and Mr. Lewin correctly represented the principles recognized and acted upon by courts of equity previously to the passing of the Act of 1881, but with the view of applying them to the present case he would enunciate them thus—that, in the absence of any reason to suspect a misapplication of the purchase-moneys, a purchaser from trustees for sale would be bound to pay them to the solicitor of the trustees upon the production by him of a written authority, signed by the trustees, to receive them. It had been suggested that the 56th section did not apply to the case of a sale by trustees, but his lordship could see nothing, either in the section itself, or elsewhere in the Act, to justify so limited an application of its provisions. Treating it as applicable to the present case, and assuming the views which he had expressed as to the effect of the decision in *Viney* v. *Chaplin* to be correct, the 56th section, in his opinion, substituted the production of the deed for the written authority, which, according to *Viney* v. *Chaplin*, would have been sufficient. In the argument of the appeal the vendors had been throughout treated as trustees for sale, with power to give receipts; but they were not trustees for sale, as the expression was commonly understood; the estates were strictly settled by the will, with a power to the trustees upon request, as therein mentioned, to sell, and to revoke uses and trusts in order to give effect to such sales, with a declaration that their receipts should be effectual discharges for the purchase-moneys thereby expressed to have been received, and that the persons taking such receipts should not be obliged to see to the application, or be in any wise answerable or accountable for any loss, misapplication, or non-application thereof. The distinction was not material, but the provision as to the purchaser not being liable for misapplication of the purchase-moneys brought the case more completely within the decision in *Hope* v. *Liddell*. In his lordship's opinion, section 56 was intended to meet such a case as the present, and to prevent in like cases such a requisition as had been made by the board. COTTON, L.J., considered that the Conveyancing Act made production of the deed equivalent to a special authority to the solicitor. But the questions were whether trustees acting as vendors had power to authorize their solicitor to receive purchase-money, and whether the purchaser was bound to accept his receipt. As a general rule, trustees were not authorized to empower their solicitor to receive money for them. Solicitors as such had no authority to receive money for their clients. If they did, it must be under a special authority. It was not part of the terms of their employment. In some cases, trustees might properly employ an agent to receive money for them, and, if so, they would be relieved. The authority of Lord St. Leonards could not be called in aid of the decision of Kay, J. He did not intend to give an opinion, nor did Turner, L.J. The object of section 56 was not to compel a purchaser to accept a receipt, but to make the production of the receipt in the deed equivalent to a written direction by the vendor. It was for the protection of the purchaser. It could not be said that it did not apply to the case of trustees; but it did not enlarge the powers of trustees to authorize their solicitor to receive money for them. BOWEN, L.J., agreed with COTTON, L.J.—SOLICITORS, *R. Ward; Hunters, Gwatkin, & Haynes.*

LEASEHOLD INTEREST OF BANKRUPT—DISCLAIMER BY TRUSTEE—LEAVE OF COURT—TERMS TO BE IMPOSED—BANKRUPTCY ACT, 1869, s. 23—BANKRUPTCY RULES, 1871, r. 28.—In a case of *Ex parte Arnal*, before the Court of Appeal on the 21st inst., the question, which has so frequently been before the court of late, what compensation ought to be paid to a landlord by a trustee in bankruptcy as a condition of his obtaining leave from the court to disclaim a lease granted to the bankrupt. In the present case the trustee in a liquidation was appointed on the 3rd of January. The debtor occupied his business premises under a lease at an annual rent of £169. The trustee continued in possession of the premises until the 6th of March, when he tendered the key to the landlord, who, however, declined to accept it. During part of this time a bailiff had been in possession of the debtor's goods under distress for rent accrued due before the appointment of the trustee. The trustee paid out the cost of the distress on the 24th of January, and afterwards the business was carried on for several weeks by the debtor as agent for the trustee. The landlord had been allowed by the trustee to have bills exhibited on the premises, stating that they were to be let, and that application was to be made to the landlord, and some applications had been made to him in consequence. The trustee, after he had tendered the key, applied to the court for leave to disclaim the lease, and he deposed that, with the exception of a few trifling sales, no pecuniary or other benefit had accrued to the debtor's estate by means of the occupation of the premises since the trustee's appointment. The registrar gave the trustee unconditional leave to disclaim. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) held that the landlord was entitled to £20 compensation. BAGGALLAY, L.J., said that until the decision of the Court of Appeal in *Ex parte Ladbury* (L. R. 17 Ch. D. 532), the general impression was that rule 28 of 1871 did not apply as between the landlord and the trustee. But a different view of

the rule was taken in *Ex parte Ladbury*, and this was followed in *Ex parte Isherwood* (L. R. 22 Ch. D. 384, *ante*, p. 101), and *Ex parte Izard* (L. R. 23 Ch. D. 115, *ante*, p. 331). The principles on which the court would act in imposing terms on the trustee were very fully laid down in those cases. His lordship desired to adopt the larger view expressed by Cotton, L.J., in *Ex parte Isherwood* in preference to the more limited one expressed by Jessel, M.R., in *Ex parte Izard*. In *Ex parte Izard* it was only necessary for the court to adopt the more limited view that it was necessary to show that a benefit had actually resulted to the bankrupt's estate from the trustee's occupation of the property, because then it was held that such a benefit had resulted. But in *Ex parte Isherwood*, Cotton, L.J., said (L. R. 22 Ch. D. 395), in determining that he (the trustee) ought to pay, regard must be had to two things, whether the occupation has either in fact produced a benefit to the bankrupt's estate, or was contemplated as likely to produce a benefit." The present case appeared to be a very trumpery one, and it was not desirable to encourage appeals in such cases. Had not the registrar misapprehended the effect of *Ex parte Izard*, the decision not having been fully reported when the present case was heard, his lordship would have felt inclined to dismiss the appeal. But the appellant was within his rights, and his lordship thought £20 would be a proper sum to give him. But to mark the court's disapprobation of such appeals his lordship thought that no costs should be given to the appellant. Cotton and Bowen, L.JJ., concurred.—Solicitors, *Cheston & Sons; Gowing & Co.*

Married Woman—Separate Use—Restraint on Anticipation—Power of Court to Remove—Conveyancing Act, 1881, s. 39.—In a case of *In re Warren's Settlement*, before the Court of Appeal on the 25th inst., a question arose as to the power of the court, under section 39 of the Conveyancing Act, 1881, to bind the interest of a married woman in property, notwithstanding a restraint on anticipation. Section 39 provides that, "Notwithstanding that a married woman is restrained from anticipation, the court may, if it thinks fit, where it appears to the court to be for her benefit, by judgment or order, with her consent, bind her interest in any property." In the present case the property was settled on trust for the wife during her life, for her separate use, without power of anticipation, and after her death, on trust for the husband during his life, with remainder to the children of the marriage, and, in default of children, on trust for the husband absolutely. There had been no children, though the husband and wife had been married for twenty-eight years. The husband was fifty-four years of age, and the wife fifty, and there was medical evidence that she was suffering from a disease (not incurable) which rendered it highly improbable that she should have children while it existed. The income produced by the property was but small, and application was made to Fry, J., to remove the restraint on anticipation, so as to enable the property to be disposed of. He declined to do this. On the hearing of the appeal, it was suggested that, at any rate, the property might be sold, on the condition that the proceeds should be invested in an annuity for the life of the wife, to be settled for her separate use without power of anticipation. The Court of Appeal (Baggallay, Cotton, and Bowen, L.JJ.) refused the application altogether. Baggallay, L.J., said the difficulty he felt was that, having regard to the lady's age, and the possibility that the disease from which she was suffering might be removed, the court could not assume that she was past child-bearing, and on this ground he thought that the application ought to be refused. Cotton, L.J., said that the original application was to release the wife from the restraint on anticipation. He thought the Act gave the court no power to do that. It authorized the court, notwithstanding the restraint on anticipation, to bind the wife's interest in the property. It gave the court power to make a disposition binding the wife's interest, when the restraint on anticipation was the only obstacle, if it thought this would be for her benefit. That was a very different thing from removing generally the restraint on anticipation, which was one of the provisions of the settlement. What the court was now asked to do would deprive the children of the marriage (if there should be any) of their interest under the settlement; it would destroy the settlement, so far as regarded the interest of the children. Considering the age of the married woman, the court would not be justified in assuming that she would not have any children. No security was offered for the restoration of the fund if there should be any children. The court would be setting a very bad example if it were to destroy the provisions of the settlement. Bowen, L.J., concurred.—Solicitor, *F. Dutton.*

Married Woman—Separate Estate—Future Interest—Power to Charge.—In a case of *King* v. *Lucas*, before the Court of Appeal on the 23rd inst., a question arose as to the power of a married woman to enter into a contract binding her separate estate. By a post-nuptial settlement, executed in 1859, in pursuance of articles entered into before the marriage, some policies of assurance on the life of the husband were assigned to trustees, on trust, after the death of the husband, to obtain payment of the moneys thereby assured, and to invest the same, and to pay the income to the wife "during her life, for her sole and separate use, and so that the same shall not be subject to the debts, control, or engagements of any future husband" with whom she might intermarry. The settlement contained no power to sell or surrender the policies. The first husband was still living. The wife had accepted some bills of exchange, and the action was brought by the drawers, claiming payment by means of her separate estate. Kay, J., held that though the words of the settlement *primâ facie* pointed to a future interest, yet the absence of restriction showed an intention to give the wife a power of disposition during the existing coverture, and a separate estate which she was now capable of binding. The Court of Appeal (Baggallay, Cotton, and Bowen, L.JJ.) reversed the decision. Cotton, L.J., said that the right of a creditor against the separate estate of a married woman extended only to the estate which she had at the time of the contract, and which she had not disposed of before the claim to enforce it. Here the life interest could not commence until after the death of the husband, and the separate estate could not commence till then. The interest was a reversionary one, and could not be affected by any engagement of the wife during her existing marriage. And the words of the settlement expressly referred to a future marriage. The authorities referred to by Kay, J., were not contrary to this view. The plaintiffs had no right of action against the wife. Baggallay and Bowen, L.JJ., concurred.—Solicitors, *R. J. Patten; H. K. Avory.*

Limited Company—Winding-up—Contract to Receive Paid-up Shares without Cash Payment—Failure of Consideration—Companies Act, 1867, s. 25.—In the case of *In re The Great Eastern Glaciarium Company, Tanner's case*, before Chitty, J., on the 25th inst., an application by the liquidator of the company was made for the placing of Tanner's name on the list of contributories in respect of certain shares. It appeared that Tanner had, in consideration of the shares in question, which were to be treated as fully paid up, agreed to sell to the company the licence to use in India a patent ice-making machine. The patentees, it was alleged, repudiated any contract between them and Tanner, and although the agreement between him and the company was duly registered under the 25th section of the Companies Act, 1862, the liquidator, on the ground that the agreement was made without consideration, contended that Tanner must be treated as the holder of unpaid shares. Chitty, J., said that the agreement registered was, upon its face, a contract capable of performance made for a sufficient consideration, and one on which the company would be entitled to sue, and it could not be treated as not being a contract by reason of the alleged matters which happened after its registration. That being so, there was a duly registered agreement within the Act. Therefore, without going into any question whether the liquidator could get back the shares or recover damages for breach of the contract, he must dismiss the liquidator's application, with costs.—Solicitors, *Duncan, Warren & Gardner; Sutton & Ommanney.*

Injunction—Infringement of Trade-mark—Innocent Consignee—Costs.—In the case of *Upmann* v. *Forester*, before Chitty, J., on the 22nd inst., the defendant having, when a motion for *interim* injunction came on for hearing, assented to an order according to the terms of the writ reserving costs, a motion was made raising the question who should pay the costs of the action. The action was brought by manufacturers of cigars against a manufacturer of earthenware for an injunction to restrain him from selling cigars in boxes bearing a colourable imitation of the plaintiffs' registered trade-mark or brand, for destruction of the boxes, and damages. It appeared that the defendant, who had never sold cigars and never intended to sell cigars, had, when abroad for his annual holiday, ordered at a shop in Tournai 5,000 cigars, intending them for family use. The cigars were, by his direction, forwarded to him to this country, and the plaintiffs discovered that they were warehoused at the docks in his name and in boxes bearing their trade-mark. The defendant had when he ordered the cigars received an invoice on which the word "Upmann" appeared, but he stated that he was, at the time, wholly ignorant of there being any cigar manufacturers of that name, and that he neither saw the cigars nor the boxes in which they were until the action was commenced, nor was he aware that there was any brand or trade-mark of any kind upon the boxes, as he had not specified any brand, nor until he was, without any previous communication, served with the writ in the action, did he know that there was any cigar manufacturer of the plaintiffs' name, nor did he know the name. It was submitted by the defendant that he had committed no legal wrong, either within the common law or within the provisions of the Merchandise Marks Act, 1862 (25 & 26 Vict. c. 88), s. 3, or the Trade-Marks Registration Acts, and that there was, therefore, nothing which could support an injunction; and the defendant also dwelt upon the hardship of having to pay costs which would have been unnecessary had he been previously communicated with. Chitty, J., said that the only question he had to decide was as to the costs of the proceedings: the defendant saying that he was entitled to his costs, or, at any rate, he should not be called upon to pay the plaintiffs' costs. The plaintiffs had, both at common law (*Millington* v. *Fox*, 3 My. & Cr. 338) and under the Trade-Marks Registration Acts, the right to the exclusive use of their mark, and although the acts of the defendant might have been innocent, yet, according to the authorities, they constituted an infringement of the plaintiffs' right of exclusive user. The question, therefore, was, should the plaintiffs be deprived of their right to costs because they had not, previously to institution of their action, communicated with the defendant. The late Master of the Rolls had said that, in these cases, his advice when at the bar was always to move at once and without notice. In *Upmann* v. *Elkan* (19 W. R. 867, L. R. 12 Eq. 141, on appeal, 7 Ch. 130) Lord Romilly said there was no rule that a plaintiff entitled to relief must, before commencing proceedings, apply to the defendant and ascertain whether he would without suit do all that was required. The late Master of the Rolls also said that if a plaintiff did give notice before action, and got an undertaking from the defendant and then moved, the plaintiff was wrong, and in the face of the defendant's submission could not be allowed costs. In *Upmann* v. *Elkan* Lord Romilly also stated that, in his opinion, it did not make any difference whether the goods were sent to a person who did not deal in the article consigned, and whose duty was simply to distribute the goods to other persons, or whether the goods were sent to him as consignee for his own purposes. In either case, they were sent to the dock to be at his disposal and could not be disposed of without

his signature. In the present case he (Chitty, J.) was not deciding that any purchaser of spurious goods ran the risk of an action. Regard must be paid to the large quantity of cigars consigned to the defendant, which was sufficient to justify the suspicion of the plaintiffs that there was an intention to sell, or, at least, distribute. It was true that the defendant might not have intended to sell the cigars, but even their gratuitous distribution might have caused the plaintiffs injury, for those who received the cigars might suppose them to be of the plaintiffs' manufacture, although they were inferior articles. In cases of injunction rapidity of action was of the greatest importance, and, in many cases, a complaint before action would effectuate the very object which an action would be calculated to prevent—namely, the distribution of the goods. As Lord Romilly said, it was a mistake to say that the person at whose order the goods stood could complain if a suit was instituted against him. It arose from the misfortune of his having a dishonest correspondent. The case might be a very hard one as against the defendant, but, to borrow an observation of the late Master of the Rolls, as there was no fund out of which plaintiffs could receive costs when defendants were innocent, a defendant could not escape by saying he never intended to do wrong. The defendant therefore must be ordered to pay costs. His lordship, on the ground that the question of user was covered by authority, and there being no principle of law involved, but only payment of costs, declined to accede to an application for leave to appeal.—Solicitors, *Lumley & Lumley; H. Tyrrell*, for *Clarke & Hawley*, Longton, Staffordshire.

Apportionment—Tenant for Life and Remainderman—Power to Postpone Conversion—Compound Interest.—In the case of *In re The Earl of Chesterfield's Trusts*, before Chitty, J., on the 23rd inst., a petition was presented by the executors and trustees of the will of the seventh Lord Chesterfield for the advice of the court as to the apportionment between tenants for life and the trust estate of a fund comprised in the testator's residuary estate. It appeared that the testator, who died in December, 1871, gave his residuary estate to his trustees upon trust to convert the same at discretion, with power to postpone such conversion and to invest the surplus proceeds after payment of debts, &c., in real estate, and to pay the income of the *interim* investments of such real estate to the Countess of Carnarvon for life, and after her death to hold the same upon trusts in strict settlement for the benefit of Lord Porchester and his issue, with the remainders over. Part of the residuary estate of the testator consisted of a charge made in 1850 by Colonel Tynte in favour of the sixth Earl of Chesterfield, by which Colonel Tynte covenanted that in case he should survive his father he should pay the sixth earl, within six months, the sum of £18,310, with interest at five per cent., from the date of the covenantor's father's death. In 1878 the sum so due became payable, being, with interest, £36,641. The sixth earl also insured the life of Colonel Tynte in two policies of £10,000. In 1882 Colonel Tynte died. The Countess of Carnarvon died in 1875, and it was submitted that the trustees having in exercise of the power in the will postponed the conversion of the Tynte charge and policies for the benefit of the estate, should, for the purpose of adjusting the equities between the persons successively entitled, ascertain how much of the same £47,000, receivable thereunder, was attributable to capital, and how much to income, and that the proper course in order to arrive at such result was to take separately each amount received by the trustees (deducting in the case of the policy moneys, the total accumulated premiums chargeable against the same), and to calculate what principal sum invested on the date of the testator's death at £4 per cent. interest, with yearly rests, would, at the date of the receipt, have produced the amount actually received, and that the aggregate of the principal sums arrived at by such calculation should be treated as capital, and the residue as income, such income being further apportionable between the successive tenants for life. *Brown* v. *Gellatly* (L. R. 2 Ch. 751), *Meyer* v. *Simonsen* (5 D. & Sm. 723), *Wilkinson* v. *Duncan* (23 Beav. 469), were referred to, and also an unreported case of *Beavan* v. *Beavan* (Romilly, M.R., February 23, 1869). Chitty, J., said that the only question was whether the tenants for life were entitled to receive simple or compound interest. If the sum had been deficient, it was clear that the principle was to give simple interest only (*Ackroyd* v. *Ackroyd*, L. R. 18 Eq. 313; *Cox* v. *Cox*, 17 W. R. 790, L. R. 8 Eq. 343). The case of *Beavan* v. *Beavan* seemed to be in favour of the view submitted by the petitioners. And as there was in the will a power of postponement, by virtue of which the trustees were enabled to avoid, and had very properly avoided, realizing the reversionary interests and policies, he should direct a distribution on the footing of the decree made in that case. The principle was that the income of the tenants for life had been properly accumulated, and that being so, they were entitled for their own benefit to the interest upon those accumulations.—Solicitors, *Bowlings, Foyer, & Hordern; Frere & Co.*

Limited Company—Winding up—Omission to Register Order—Petition for Restoration—Costs—Companies Act, 1862, s. 88—Companies Act, 1880, s. 7.—In the case of *In re The Estates Investment Company (Limited)*, a petition was presented under the Companies Acts, 1862, 1880, for the restoration of the name of the company to the Register of Joint Stock Companies. Counsel for the Registrar of Joint Stock Companies stated that the name of the company had been struck off the register in pursuance of the provisions of the Companies Act, 1880, s. 7. The company was ordered to be wound up in March, 1867, and the official liquidator was appointed in the following April, but the winding-up order had never been registered, notwithstanding the Companies Act, 1862, s. 88, which provides that a copy of the winding-up order shall be forthwith forwarded by the company to the Registrar of Joint Stock Companies. An order of the court recently made in the liquidation having been sought to be registered, it was discovered that the name of the company was not on the register. It was submitted that the liquidator was not in fault, as the terms of the section were that the order should be forthwith registered, and he was not appointed liquidator until a month after the order had been made. Chitty, J., ultimately made an order as prayed, the official liquidator to pay the costs as between him and the Registrar of Joint Stock Companies and take costs out of the assets. His lordship observed, during the course of the hearing, that had the liquidator been responsible for the omission he might be ordered to personally pay the costs.—Solicitors, *Sole, Turner, & Knight; The Solicitor to the Board of Trade.*

Will—Construction—"Issue."—In a case of *In re Mullis's Trusts*, before Pearson, J., on the 23rd inst., a question arose as to the proper construction of the word "issue" in a will, whether it was to be confined to children or to be construed as including grandchildren. The testator bequeathed a fund to trustees, on trust to pay the income to a tenant for life, and after her death he directed that the trustees should hold the trust fund in trust for eight cousins of the testator named in the will, or such of them as should be living at the time of the death of the tenant for life, in equal shares as tenants in common, and the issue of such of them as should be then dead leaving issue at the time of the death of the tenant for life, provided that such issue should be entitled only to such parts or shares as his, her, or their parent or respective parents would have been entitled to if he, she, or they had not died. All the eight cousins survived the testator, but seven of them died before the tenant for life. At the death of the tenant for life there were living children and children of deceased children of the deceased cousins. The question was whether the grandchildren were included among the "issue" of the deceased cousins who were objects of the trust. Pearson, J., held that only children of the deceased cousins could take, but he said that he came to this conclusion very unwillingly. But for the proviso at the end of the gift there would, so far as he could see, be no reason for holding that the word "issue" was not to have its strict legal meaning. But the proviso spoke of issue taking the shares of their deceased parents, and no doubt in many cases the court had said that a clause of that nature would control the meaning of the words in a previous gift, and that the word "issue" must be understood and construed as meaning "children" only. Was there anything in this will to take its construction out of the rule which was, to a certain extent, propounded by Lord Eldon in *Sibley* v. *Perry* (7 Ves. 522), though his lordship did not think that Lord Eldon intended to lay down an absolute general rule? If after the mention of parents the court had found a gift over to issue generally, it had held that the larger meaning of the word "issue" could not be controlled by the reference to "parents." But there was no such gift over in the present case. There was simply a clause explaining what was meant by "issue," and there was nothing to control it. He felt bound, therefore, though very unwillingly, to give to the word "issue" the restricted meaning.—Solicitor, *James Robinson.*

Restrictive Covenant as to Use of Land—Building Estate—Alteration of Character of Property—Injunction.—In a case of *Sayers* v. *Collyer*, before Pearson, J., on the 19th inst., a question arose as to enforcing performance of a restrictive covenant as to the use of land. Each of the purchasers of the different lots of an estate which was laid out for building purposes entered into a covenant with the vendors (the original owners), and also with the purchasers of the other lots, not to erect on his land any shop, or use any building as a shop, and not to carry on any trade or manufacture thereon. The action was brought by the purchaser of one lot, who was occupying his house as a private residence, against another purchaser, whose house was being used by him as a beershop with an "off-licence," to restrain him from thus violating his covenant. The plaintiff also asked for damages. The writ in the action was issued in March, 1882. The evidence showed that the defendant had set up his beershop in May, 1879, and that he had since obtained a renewal of his licence every year. The plaintiff had been aware of this use of the house from the beginning. The excuse which he made for not sooner taking proceedings against the defendant was this, that he had mortgaged his house, and that the title deeds were in the possession of the mortgagee, and that, until after he had paid off the mortgage in 1881 and had consulted his solicitor, he did not know that he had any right to enforce the restrictive covenant. The evidence showed that another house, nearly opposite the plaintiff's, had been also used as a greengrocer's shop for two or three years, and that several other houses close to the plaintiff's had also been used as shops. This use as to some of them had ceased before the action was commenced, but in the case of others it was still going on. It also appeared that many of the houses in the terrace in which the plaintiff lived were occupied, not each by a single tenant as his own residence, but half by one family and half by another, to whom the halves were let at weekly rents. No evidence was given of any pecuniary damage to the plaintiff, but his case was based entirely on the defendant's covenant. Pearson, J., dismissed the action with costs. He said that he did not decide the case on the ground of acquiescence by the plaintiff, but on the ground that, having regard to the nature of the covenant and the present condition of the property, it would not be right for the court to interfere to prevent a breach of the covenant. He based his decision on the case of *The Duke of Bedford* v. *The Trustees of the British Museum* (2 M. & K. 552). In that case the court refused to enforce a covenant which prevented the defendants from building on a part of an estate, on the ground that the plaintiff himself had so completely changed the original character of the property by permitting buildings to be erected on the rest of it, that it would be inequitable to give him the benefit

of the covenant. In the present case his lordship thought it would be oppressive to give effect to the covenant. The object of it was to keep the estate as a residential property—one occupied only by private houses—to have each house occupied by a private family. The character of the property was now entirely changed, and if the covenant was now enforced it would not be for the purpose for which it was originally intended. His lordship, therefore, refused to grant an injunction. And, there being no evidence of damage to the plaintiff, nor, so far as he could see, any probability of damage, he must dismiss the action.—Solicitors, *Clapham & Fitch; Stokes, Saunders, & Stokes.*

Company—Rectification of Register—Misrepresentation in Prospectus—Delay—Notice—Companies Act, 1862, s. 35.—In a case of *In re The London and Staffordshire Fire Insurance Company*, before Pearson, J., on the 20th inst., a question arose as to the removal of the name of a shareholder from the register of a company, on the ground that he had been induced to take his shares on the faith of a prospectus issued by the company which contained a material misrepresentation. The prospectus was issued after the company had carried on business for some time, for the purpose of raising additional capital, and it stated that, on the balance of the last year's accounts, the company had a surplus of £10,000. This statement was untrue, there being in fact a deficit of £5,000, but the statement was made *bond fide* by the directors in consequence of an error in the accounts. The error was afterwards discovered, and the directors then issued a report to the shareholders in which they stated the error and explained how it had arisen, and also stated that they were about to rectify it by making good the £15,000 to the company out of their own moneys. This report was sent in the usual way by post to the registered address of each shareholder, and the question was whether the applicant had applied to have his name removed with sufficient promptitude after becoming aware of the misrepresentation. He swore positively that he had never received the report, and that he made his application promptly after he knew of the misrepresentation in another way. The only evidence that he had received the report was that of an officer of the company, who deposed that it was duly posted to the registered address of each shareholder. The articles of association provided that notices by the company to the shareholders might be served by being posted to their registered addresses, and that proof of the posting should be sufficient proof of service. Pearson, J., held that there was no sufficient evidence of the receipt of the report by the applicant. He was of opinion that the provision of the articles as to the service of notices applied only to the ordinary business of the company, and not to a notice of a matter outside the ordinary business which was to have the effect of preventing a shareholder, by reason of *laches*, from insisting on his legal right to repudiate his shares on the ground of misrepresentation. In such a case there must be additional proof that the shareholder had notice of the misrepresentation, for the *onus* was on those who had made it to prove that the notice was given. The application was accordingly granted.—Solicitors, *Barnard & Co.; Argles & Argles.*

Practice—Non-delivery of Reply—Counter-claim—Judgment on Admissions—Ord. 29, r. 12; Ord. 40, r. 11.—In the case of *Caroli* v. *Hirst*, before Kay, J., on the 14th inst., the defendant moved to dismiss the action with costs, and for judgment with costs on the counter-claim. The plaintiff claimed an account under an agency agreement, and the defendant, while admitting the agreement, denied that anything was due to the plaintiff thereunder, and made a counter-claim for £232 as being due to himself. No reply had been put in by the plaintiff, and the time for so doing had expired on May 31. The defendant moved for judgment on the counter-claim, on the ground that, by the plaintiff's not having put in a reply, the statements in the counter-claim must, under ord. 29, r. 12, be deemed to be admitted, and referred to *Lumsden* v. *Winter* (30 W. R. 751, L. R. 8 Q. B. D. 650). The question was raised as to whether the defendant could proceed in this manner, or whether he should not have waited until he was entitled to apply to dismiss the action for want of prosecution under ord. 36, r. 4a. It was urged, however, that a counter-claim had been decided to be equivalent to a cross-action by the defendant, and Kay, J., made the order asked for, subject, however, to the action being set down on motion for judgment under ord. 40, r. 1.—Solicitors, *Phelps, Sedgwick, & Biddle*, for *Sale, Seddon, Hilton, & Lord*, Manchester.

Poor Rates—Parish in a Poor Law Union—Private Bill in Parliament attacking the Rates of Parish—Power of Overseers of Parish to Charge Expenses of Opposition on the Rates.—In the case of *Ex parte Sibley*, in which judgment was delivered on the 21st inst., the court (Watkin Williams and Smith, JJ.) decided an important question as to the power of overseers of a parish to charge the poor rates with the expenses of opposing a private Bill in Parliament. A private Bill, called the Bristol Port and Docks Commission Bill, was promoted in the session of 1882. Such Bill proposed to take powers to charge upon the poor rates of (amongst other places) the parish of St. George, in the Barton Regis Union, any deficiency that might arise in the punctual payment of the interest due upon the consolidated stock proposed to be created by the Bill, in case the commissioners incorporated by the Bill had not sufficient funds for that purpose at their disposal. A vestry meeting of the said parish was held, at which it was unanimously resolved to oppose the Bill, and that the overseers should take such steps and incur such expense as they might think necessary. The overseers opposed the Bill, which was rejected, and incurred costs amounting to £321. The overseers charged this sum upon the poor rates of the parish, and the district auditor allowed such charge, and gave a certificate of allowance. A rule *nisi* for a writ of *certiorari* was obtained on behalf of T. Sibley, a ratepayer of the parish, to remove the certificate of allowance into the Queen's Bench Division, for the purpose of having it quashed. The court made the rule absolute, holding that the overseers were not entitled to oppose the Bill and charge the costs thereof upon the poor rate. Overseers, the court said, are merely statutory officers, dealing with a statutory fund, and accountable for its application to statutory purposes; and they are not trustees to protect the poor rate.—Solicitors, *Meredith, Roberts, & Wilde; Warry, Robins, & Co.*, for *J. W. S. Dix*, Bristol; *Gregory, Rowcliffes, & Co.*, for *Benson & Carpenter*, Bristol.

Will—Probate in Colonial Court—Codicil—Administration in England with Will and Codicil Annexed.—In the Probate, Divorce, and Admiralty Division, on the 26th inst., a somewhat novel application was made *In the Goods of Miller*. The deceased, Lucy Cuming Miller, late of St. John, in the Island of Antigua, died on the 20th of March, 1881, having on the 3rd of September, 1878, duly executed a will by which she appointed George William Bennett (since deceased), Michael Brown, and William Guffroy as her executors. On the 4th of July, 1871, the will was proved in the Supreme Court of the Leeward Islands. It was afterwards discovered that the deceased had, on the 4th of July, 1881, executed a codicil to her will, but the original codicil had been lost. A motion was now made for a grant to the attorney in England of the two surviving executors of letters of administration, with an exemplification of the probate of the will, and with probate of the copy of the codicil annexed. Butt, J., said that there was no precedent for the application. The will having been properly proved in a colonial court, the codicil could not be propounded in this country. The proper course for the applicants was to obtain probate of the codicil in Antigua.—Solicitors, *Freshfield & Williams.*

LAW STUDENTS' JOURNAL.

UNITED LAW STUDENTS' SOCIETY.

An interesting debate on the Law of Primogeniture was held at Clement's-inn Hall, on Wednesday, June 20, when Mr. Ernest Howard moved, "That the law of primogeniture, as regulating the descent of real estate, is harmful to the country." He was supported by Messrs. Spence and Napier, and opposed by Messrs. Jenks, Templer, Collyer, and Kains-Jackson; the opener then replied, and the motion, on being put to the meeting, was lost by a majority of two votes. It has been decided to hold the society's annual dinner on July 10 next, at the Holborn Restaurant.

BIRMINGHAM LAW STUDENTS' SOCIETY.

At an ordinary meeting of this society, E. Orford Smith, Esq., in the chair, debate on moot point No. 682, "That it would be for the public interest that the distinction between the professions of barrister and solicitor should be abolished," was discussed. Speakers in the affirmative, Messrs. A. Smith, Lawson Lewis, Ellis, Adcock, Ryland, and O'Connor; negative, Messrs. Cochrane, Colry, Steere, and Jelf. After the chairman had summed up, the motion was put and carried by a large majority.

LEGAL APPOINTMENTS.

Mr. Ralph Coker Adams Beck, solicitor, who has been appointed Clerk to the Ironmongers' Company, in succession to his father, the late Mr. Simon Adams Beck, was admitted in 1873.

Mr. Alan Lloyd, solicitor (of the firm of Lloyd & Roberts), of Ruthin and St. Asaph, has been appointed Solicitor to the Baptist Association for Denbighshire, Flintshire, and Merionethshire. Mr. Lloyd was admitted a solicitor in 1881.

Mr. Joseph Bassitt, solicitor, of Wainfleet and Spilsby, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the Parts of Lindsey, in Lincolnshire.

Mr. John Brouncker Ingle, solicitor (of the firm of Ingle, Cooper, & Holmes), of 20, Threadneedle-street, has been appointed by Mr. Clarence Smith, sheriff-elect, to be one of the Under-Sheriffs of London and Middlesex for the ensuing year. Mr. Ingle was admitted a solicitor in 1853.

Mr. Frederick Kynaston Metcalfe, solicitor (of the firm of Gasquet & Metcalfe), of 9, Idol-lane, has been appointed by Mr. Phineas Cowan, sheriff-elect, to be one of the Under-Sheriffs of London and Middlesex for the ensuing year. Mr. Metcalfe was admitted a solicitor in 1876.

DISSOLUTIONS OF PARTNERSHIPS.

Walter Edward Davis and Longden Macfarlane Wells, solicitors, Coventry (Davis, Wells, & Davis). Feb. 21.

Thomas Woodburne and John Poole, solicitors, Ulverston and Barrow-in-Furness (Woodburne & Poole). Jan. 1. [*Gazette*, June 15.]

Arthur St. John Stevenson and Clement Walter Fiennes Clinton, solicitors, 15, Cursitor-street, Chancery-lane, London, and 38, Bridlesmith-gate, Nottingham. May 25. [*Gazette*, June 19.]

THE HIGH COURT OF JUSTICE (CONTINUOUS SITTINGS) BILL.

We are requested to publish the following memorandum on the Bill which Mr. Whitley introduced on Monday last:—The second report of Judicature Commission which was presented to Parliament in August, 1882, after reviewing the practice and procedure in the county courts and local courts of record, contains the following important passage, page 18, paragraph 6:—"We are satisfied that if the High Court and its branches or dependencies the county courts are properly constituted with adequate machinery, and if increased facilities be given for the disposal by judges of the superior branch of the court of the more important causes in some of the larger centres of business, these exceptional and intermediate courts will no longer be required." In reference to the superior courts at page 21, paragraph 5, the report proceeds:—"On the other hand, great complaints are with reason made that the present arrangements do not afford sufficient facilities for the prompt trial of important cases at Liverpool and Manchester. We recommend that actions to be tried elsewhere than in the metropolis or Liverpool or Manchester should be tried under Commissions, to be issued from time to time by your Majesty for the trial of causes at any place or places named in such commissions, and that for that purpose the requisite changes be made in the existing law of venue and in the existing system of circuits." The 8th paragraph on the same page is as follows:—"As respects Liverpool and Manchester, we recommend that there should be four sittings in each year for the trial of civil causes in the superior branch of the court at Liverpool, and also at Manchester, and that the duration of these sittings should not be limited, nor should it be necessary for the same judge to be in attendance during the whole of each sitting, and that there should be power for two or more judges to sit at the time when that course may be deemed more convenient." This report was signed by the then Lord Chancellor (Lord Hatherley), the present Lord Chancellor, the present Chancellor of the Exchequer, the late Lord Justice James, the late Mr. Justice Willes, Lord Bramwell, Sir Montague Smith, the late Mr. Justice Quain, and others. Earl Cairns did not sign the report, but gave the following important reasons for not doing so. He said, "I am unable to sign this report because, although I approve of the greater part of its recommendations as to changes in the county court system, I am of opinion that effect ought not to be given to such recommendations, and also that local courts, such as the Court of Chancery of the County Palatine of Lancaster, and the Court of Common Pleas at Lancaster, which at present exercise their functions with great public advantage, ought not to be abolished otherwise than in connection with adequate arrangements for supplying regular sittings of the Supreme Court in thickly-populated parts of the country, and especially in Lancashire and Yorkshire, and I am of opinion that the arrangments suggested in the report on this score are altogether inadequate." Sir Robert Collier gave his reasons for not signing as follows:—"In my opinion it is for the public benefit on many grounds that causes above that class, which may properly be called 'small causes,' should be tried throughout the country by the superior judges rather than by the judges of the county courts, and that more effectual provision should be made for this purpose by an improved circuit system. The county courts were established as courts for the trial of small causes, and as such have been successful; if they be raised to a position intermediate between superior and inferior courts, and be intrusted with the trial of a large number of important causes in substitution for the courts of assize, I doubt the continuance of their success. I think that their jurisdiction has already been extended somewhat too far, and that it at the least deserves consideration whether under an improved circuit system some portion of that jurisdiction might not be conveniently re-transferred to the superior courts. Entertaining these views I am unable to sign the report." This was followed by the present Lord Chief Justice, "I do not append my signature to the report, as the most respectful course towards my colleagues, with whose conclusions I am unable to concur, but so many of whose meetings I have been unable to attend that I am not a fair judge of the arguments by which they have arrived at them. I am not therefore prepared to submit any other report, but, speaking generally, I agree in the views expressed by Sir Robert Collier." No increased facilities for the trial of actions have been given, nor until the present year has the recommendation of the commission that there should be four sittings at Liverpool and Manchester for the trial of civil causes in the superior branch of the court been carried out except in one year (1878) when there were civil assizes held in the months of January, April, August, and October. The next year only two assizes for the trial of civil causes were held, but since then there have been three, being the same number as customary since 1867. Since 1878 the months during which the assizes had been held (except in the special year mentioned) have been changed from March, July, and December to the beginning of February, the middle of May, and the end of July. It is scarcely necessary to point out that the interval between July and February is most inconveniently long. On the 21st of March, 1872, the present Attorney-General brought the subject under the notice of the House of Commons by the following motion:—"That, in the opinion of the House it is expedient that measures should be adopted to provide some speedy, efficient, and less expensive mode of administering justice than now prevails." In his speech in support of the motion the Attorney-General suggested a scheme similar to that proposed by this Bill. He said, "If courts were constantly open in Manchester, Liverpool, Leeds, and some town in the Midland counties, presided over by a judge of the superior courts, the result would be most beneficial." Bills have been brought in this session by Mr. Cowen, for establishing district courts, and by Mr. Norwood, for extending the jurisdiction of the county courts. Neither of these two measures will meet the requirements of the large centres for the proper trial on the spot of important questions, so as to avoid the delay and expense of the present system, under which there is not sufficient provision for the prompt trial on the spot of common law actions, and under which chancery and admiralty actions are necessarily heard in London. The necessity of incurring the expense of the attendance of witnesses in London at the trial of all witness causes, but especially of causes in the Chancery Division, is most oppressive. It is announced that a fourth civil assize will be held in Lancashire this year (1883) in October or November. Even if this concession be permanent it will leave unremoved one very serious disadvantage of which Lancashire suitors complain—namely, that their chancery and admiralty actions in the High Court are tried in London. The mercantile community desire to have all these cases tried on the spot before one of the judges of the High Court, not a resident local judge, and they consider both Mr. Cowen's and Mr. Norwood's schemes inadequate. If the recommendations of the Procedure Committee are carried out by the rules and orders now being framed by the judges of the High Court of Justice much of the labour of the judges *in Banco* will be saved, as applications there for new trials will be rare, and the judges will have more time to dispose of the trial of actions. This time might be taken advantage of to carry out the objects of this Bill. It is not proposed to deprive any existing assize town of the advantages which it enjoys, and the advantages of a trial on the spot may be extended by Order in Council to some large towns which have at present no assize, such as Birmingham, Bradford, Sheffield, and Hull. If the new rules and orders provide that trials shall usually take place before a judge without a jury, it is manifest that many of the difficulties which stand in the way of the Bill will be overcome. Regarded from the suitor's point of view the advantages are obvious. As regards the convenience of the judges, it is believed that the scheme proposed by the Bill will not entail a longer absence from London in the aggregate by any judge than at present, if the work be fairly distributed amongst the judges. The Attorney-General in his speech in support of his motion seems to have assumed that no additional judges would be required; and, as this is believed to be a correct view, there is no provision in this Bill for the appointment of additional judges. The only expense which the Government would have to provide for would be an additional allowance for expense to judges and their attendants; but as there is a large surplus of suitors' fees annually from the district registries in Liverpool and Manchester in addition to the amount taken over by the Treasury on the extinction of the Court of Common Pleas at Lancaster (£10,755 consols and £1,810 cash), it is considered that this fact ought to obviate any difficulty on the ground of expense. It is anticipated that a large increase of business, and consequently of the amount of the suitors' fees, would ensue upon the increased facilities given by the Bill.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

ORDER OF COURT.

Thursday, the 21st day of June, 1883.

Whereas, from the present state of the business before Mr. Justice Chitty and Mr. Justice North, it is expedient that a portion of the causes assigned to Mr. Justice Chitty should for the purpose only of trial or hearing be transferred to Mr. Justice North; now I, the Right Honourable Roundell, Earl of Selborne, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedule hereto be accordingly transferred from the said Mr. Justice Chitty to Mr. Justice North, for the purpose only of trial or hearing, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

SCHEDULE.

Davies-Cooke v Power 1882 D 199
Robertson v Poland 1881 R 926
Lewis Merthyr Navigation Co ld v Gething 1882 L 1,771
Gething v Lewis Merthyr Navigation Co ld 1882 G 868
Mills v Dewberry 1882 M 3,894
Selwyn v Jones 1881 S 5,703
Cooper v Bullen 1882 C 3,005
Auley v Leah 1881 A 1,611
Reid v The London & Staffordshire Fire Insurance Co ld 1881 R 1,753
Wilkins v Mayor, &c., of Birmingham 1881 W 3,354
Perry v Jacob 1881 P 2,607
Earl Caudor v Llanelly Board of Health 1879 C 306
The Callas-Bis Gold Mining Co ld v Downes 1882 C 4,801
Morrison v Wade-Gery 1882 M 4,442
Edwards v Edwards 1881 E 855
Walker v Ryan 1881 W 847
De Barathy v Croneigh 1881 D 1,393
Tiddeman v Alexander, Alexander v Tiddeman 1882 T 2,000
Macdonald v Underwood 1881 M 77
Ferguson v Charsley 1882 F 2,576
The Land Securities Co ld v Bascombe 1882 L 1,432
Wright v Other 1882 W 4,748
Capper v Blatchley 1882 C 3,845
Sanders v Sanders 1882 S 138
Stevens v Biller 1882 S 3,868
Hartmont v Heiron 1882 H 40
Goodhart v Hyett 1882 G 3,014
Adams v Malcolm 1881 A 1,117
Dunn v Hood 1882 D 2,790
Lane v Rogers 1882 L 1,383
Farrar v Lacy, Hartland & Co 1882 F 2,311
Saunders v Knight 1882 S 501
Sadler v Palmer 1882 S 420

Hammond v Hay 1881 H 5,474
Alias v Marius 1882 A 758
Winlan v Garth 1882 W 3,438
Dellonille v Lamb 1883 D 200
Prince v Dodds 1882 P 1,882
Colman v Colman 1882 C 42
Postance v Browne 1883 P 633
In re Deer, decd. Deer v Orgill 1883 D 2,278
The National Provincial Bank of England v Hammersley 1883 N 587
Harris v Sykes 1878 H 227
Smith v Binney 1880 S 3,950
Goupil v Gallett 1882 G 1,552
Warner v Warner 1883 W 897
Kirby v Hillman 1882 K 708
Boughey v Booth 1883 B 1,713
Davis v Lambert 1882 1,987
Smith v Harris 1882 S 5,158
In re Taylor, decd. v Nichols v Taylor 1882 T 2,400
Power v London Wharfing & Warehousing Co 1882 P 947
Quilter v Tod-Heatly 1882 Q 37
Waddell v Heritage 1882 W 3,105
Bent & Buckley v Hulme 1881 B 1,817
Morris v De la Mouta, De la Mouta v Morris 1882 M 3,229
Cowney v Jones 1883 C 422
Mellish v Yates 1882 M 2,767
Vaughan v Firth 1881 V 119
In re Henry Stokes, decd., Stokes v Read 1882 S 1,309
The Lea Conservancy Board v Mayor, &c., of Hertford 1883 L 148
Swindell v The Birmingham Syndicate ld 1882 S 3,248
Davis v Feldman 1882 D 1,459
Ransome v United Asbestos Co ld 1883 R 275
Byng v Byng 1882 B 5,451
St. Paul, Bart. v Rose 1882 S 3,098
Lang v Rankin 1882 L 1,724
Wintle v Ash 1882 W 985
Brown v Inskip 1882 B 4,026
Carter v Varley 1882 S 1,133
Marlow v Upton 1882 M 230
Hillel v Grant 1883 H 1,263
Ward v Sullivan 1882 W 1,257
Attorney-Gen. v Horner 1883 A 4
Brooks v Middleton 1882 B 2,437
Williams v Yarrow 1883 W 261
Matthews v O'Dowd 1883 M 381
Wootten v Sayle 1883 W 1,089
Radges v Cole and anr. 1882 R 1,336
Johnson v Massey 1881 J 1,771

SELBORNE, C.

ORDER OF COURT.

Thursday, the 21st of June, 1883.

Whereas the Hon. Sir John Pearson, one of the justices of the High Court of Justice attached to the Chancery Division of the said court, is about to proceed on circuit, and whereas it has been represented to me that the state of the business now pending before the said judge is such that provision should be made for hearing and determining during his absence causes and matters which have been assigned to and are now pending in his court. I, the Right Hon. Roundell, Earl of Selborne, Lord High Chancellor of Great Britain, do therefore order that all causes and matters which have been assigned to and are now pending before the said judge be, on the 9th day of July, 1883, and that all such causes and matters as shall be during the absence of the said judge on circuit assigned to him, be, when so assigned, transferred until further order to the Hon. Sir Ford North, one of the justices of the High Court attached to the Chancery Division of the High Court of Justice, to be heard and disposed of by him, so far and to such extent as he shall consider necessary or expedient, And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

SELBORNE, C.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

June 21.—*Bills Read a Second Time.*

PRIVATE BILLS.—Great Northern Railway; Lambourn Valley Railway; Staines and West Drayton Railway; Banbury and Cheltenham Direct Railway; Plymouth, Devonport, and South-Western Junction Railway; Taff Vale Railway; Windsor, Ascot, and Aldershot Railway; Ramsey and Somersham Junction Railway; North British Railway; Portsmouth Street Tramways Amalgamation; Pewsey, Salisbury, and Southampton Railway; Bridgwater and Watchet Railway; Bristol Port and Channel Dock; Kirkcaldy and District Tramways; Metropolitan Street Improvements; North London Tramways; Bexley-heath Railway; Castlederg and Victoria Bridge Tramway; Mersey Railway; St. Helen's and District Tramways; Stratford-upon-Avon, Towcester, and Midland Junction Railway; Church Fenton, Cawood, and Wistow Railway; Didcot, Newbury, and Southampton Junction Railway; Exeter, Teign Valley, and Chagford Railway; Paddington Market; Portsmouth (Borough), Kingston, Fratton, and Southsea Tramways; Hartlepool Borough Extension; Ogmore Dock and Railway; Peckham and East Dulwich Tramways (Extensions); London, Hendon, and Harrow Railway; Metropolitan Outer Circle Railway; Central Wales and Carmarthen Junction Railway; Oxford, Aylesbury, and Metropolitan Junction Railway; Great Western Railway; Eastern and Midlands Railway; Croydon and Norwood District Tramways Companies; Midland, Birmingham, Wolverhampton, and Milford Junction Railway; Barry Dock and Railways; London and South-Western Railway (Various Powers); Halesowen Railway; Plymouth and Dartmoor Railway; Pontypridd, Caerphilly, and Newport Railway; South London Tramways; Coventry and District Tramways; Gateshead and District Tramways; Portsmouth Water; Southsea Railway.

Lord Alcester's Grant; Lord Wolseley's Grant.

Bill in Committee.

Stolen Goods.

Bills Read a Third Time.

PRIVATE BILLS.—Heywood Corporation; Liverpool Improvement. Indian Marine.

June 22.—*Bills Read a Second Time.*

PRIVATE BILL.—Local Government Provisional Order (No. 2). Pawnbrokers.

Bills in Committee.

Lord Alcester's Grant; Lord Wolseley's Grant.

Bills Read a Third Time.

PRIVATE BILLS.—Nottingham Corporation; Burnley Borough Improvement; Borrowstounness Harbour; Thames Navigation; Gas and Water Provisional Orders; Water Provisional Orders; Tramways Provisional Orders (No. 2).

June 25.—*Bills Read a Second Time.*

PRIVATE BILLS.—Tramways Provisional Orders; Tramways Provisional Orders (No. 3); Tramways Provisional Order (No. 4); Local Government Provisional Orders (Poor Law) (No. 2); Local Government Provisional Orders (Poor Law) (No. 3); Local Government Provisional Orders (No. 5); Local Government Provisional Orders (No. 7); Local Government Provisional Order (Highways).

New Forest Highways; Forest of Dean Highways.

Bills in Committee.

Sea Fisheries; Criminal Law Amendment.

Bills Read a Third Time.

Lord Alcester's Grant; Lord Wolseley's Grant.

June 26.—*Bills Read a Third Time.*

PRIVATE BILLS.—Earl of Aylesford's Estate (No. 2); Ipswich Gas; Wrexham, Mold, and Connah's Quay Railway (Hawarden Loop Line); London, Chatham, and Dover Railway; Wrexham, Mold, and Connah's Quay Railway (Capital Arrangement); Great Eastern Railway (General Powers); Ribble Navigation, Preston Dock, and Borough Extension.

HOUSE OF COMMONS.

June 21.—*Bills Read a Second Time.*

Railway Passenger Duty, &c.; Turnpike Acts Continuance; Yorkshire Register Acts Amendment.

Bill in Committee.

Parliamentary Elections (Corrupt Practices) (clauses 3 and 4).

Bills Read a Third Time.

PRIVATE BILLS.—Inclosure Provisional Order (Hildersham); Land Drainage Provisional Order (No. 2); Local Government Provisional Order (No. 10); Metropolis Improvement Provisional Order; Metropolis Improvement Provisional Order (No. 2); Metropolis Improvement Provisional Order (No. 3); Metropolis Improvement Provisional Order (No. 4).

June 22.—*Bill in Committee.*

Parliamentary Elections (Corrupt Practices) (clauses 4 and 5).

Bills Read a Third Time.

PRIVATE BILLS.—Sir R. Peel's Settled Estates; Local Government Provisional Order (Nos. 6 and 8).

June 25.—*Bills Read a Second Time.*

PRIVATE BILL.—Stoke-upon-Trent and Fenton Gas.

Companies (Colonial Registers).

Bills in Committee.

Parliamentary Elections (Corrupt Practices) (clauses 5 and 6); Turnpike Acts Continuance.

Bills Read a Third Time.

Deaf and Dumb Poor Asylum; Local Government Provisional Orders (No. 9).

June 26.—*Bill in Committee.*

Parliamentary Elections (Corrupt Practices) (clause 6).

June 27.—*Bills Read a Second Time.*

PRIVATE BILLS.—Electric Lighting Provisional Orders; Electric Lighting Provisional Orders (No. 2); Electric Lighting Provisional Orders (No. 3).

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, July	2	Mr. Clowes	Mr. Lavie	Mr. Ward
Tuesday	3	Koe	Carrington	Pemberton
Wednesday	4	Clowes	Lavie	Ward
Thursday	5	Koe	Carrington	Pemberton
Friday	6	Clowes	Lavie	Ward
Saturday	7	Koe	Carrington	Pemberton
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, July	2	Mr. Cobby	Mr. King	Mr. Teesdale
Tuesday	3	Jackson	Merivale	Farrer
Wednesday	4	Cobby	King	Teesdale
Thursday	5	Jackson	Merivale	Farrer
Friday	6	Cobby	King	Teesdale
Saturday	7	Jackson	Merivale	Farrer

LEGAL NEWS.

When the summer circuits commence at the beginning of next month, says the *Times*, three of the Lords Justices of Appeal, nine of the judges of the Queen's Bench Division, one judge from the Chancery, and one from the Probate and Admiralty Divisions will leave town for the assizes, and of the Queen's Bench Division judges there will consequently remain six only—viz., Mr. Baron Pollock, and Justices Grove, Denman, Manisty, Lopes, and Watkin Williams, one of whom will have to be at chambers daily, while Mr. Justice Grove, in consequence of his recent accident, is not expected to return during the present sittings, and Mr. Justice Denman will be occupied with the list of Mr. Justice North, while the latter proceeds with the business of Mr. Justice Pearson during his absence on the Northern Circuit. It will thus be seen that when the assizes begin there will be three Queen's Bench Division judges only available for carrying on the business of that division during the remainder of the present sittings, which end on August 8, when the courts rise for the Long Vacation. After this week also there can only be one Court of Appeal constituted, which court, it is expected, will proceed with the hearing of Chancery appeals and motions generally.

A novel point, says the *Standard*, was decided on Friday week by Mr. Leonard, judge of the Portsmouth County Court. The Provincial Tramways Company sued Mr. E. Emanuel, jeweller, of the Hard, Portsea, for 1s., fare for a dog which had been carried on a car. His Honour, in giving judgment, said it was clear that the company were not common carriers. By section 23 of the Act, the company were empowered to carry passengers and their luggage simply. If that were so, could they be compelled to carry dogs? In his opinion, not only were the company not compelled to carry dogs, but every time they carried one they infringed their bye-laws. The company's licence allowed them to carry passengers and their luggage, but not to carry goods of any other kind. He did not think that, under section 59, which regulated the tolls for luggage, the company could carry dogs, because a dog *might not weigh a pound*, and therefore was not liable to any toll. If they carried dogs, they could carry cats, pigs, and fowls. Then, where would the passengers be? It had been argued for the plaintiffs that the notice in the cars, "Dogs, 1s. each," was a sufficient publication of the scale of the toll, but he did not think it was so. It was nothing but a common advertisement, which he did not think meant a contract of any kind. He held that the company had no right to carry dogs, and therefore no charge could be made. There would be, therefore, judgment for the defendant.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ART FURNISHERS' ALLIANCE, LIMITED.—By an order made by Pearson, J., dated June 11, it was ordered that the company be wound up. Kerly, Gt Winchester st, solicitor for the petitioner

BELGIAN DATE COFFEE COMPANY, LIMITED.—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to William Lott Grimwade, 32, Queen Victoria st. Thursday, Aug 3 at 11, is appointed for hearing and adjudicating upon the debts and claims

LONDON AND PROVINCIAL HOUSE, LAND, MORTGAGE, AND INVESTMENT COMPANY, LIMITED.—Pearson, J., has, by an order dated May 29, appointed Robert Payne, 57, Moorgate st, to be official liquidator. Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, July 30 at 12, is appointed for hearing and adjudicating upon the debts and claims

PROPERTY TRUST CORPORATION OF LONDON, LIMITED.—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to John Ball Ball, 1, Gresham bldgs. Friday, July 27 at 12, is appointed for hearing and adjudicating upon the debts and claims

WESTERN PROVINCIAL LAND COMPANY, LIMITED.—Petition for winding up, presented June 19, directed to be heard before Pearson, J., on July 6. Torr and Co, Bedford row, agents for Osborne and Co, Bristol, solicitors for the petitioner

[*Gazette*, June 22.]

GLASGOW OPEN STOCK EXCHANGE, LIMITED.—Petition for winding up, presented June 20, directed to be heard before Kay, J., on July 6. Harwood and Stephenson, Lombard st, solicitors for the petitioner

MASKELYNE'S CHECKING APPARATUS COMPANY, LIMITED.—Petition for winding up, presented June 23, directed to be heard before Kay, J., on July 6. Beall and Co, Queen Victoria st, solicitors for the petitioner

MIDLAND FRUIT PRESERVING COMPANY, LIMITED.—Creditors are required, on or before July 13, to send their names and addresses, and the particulars of their debts or claims, to Woodley Smith, 28, Budge row, Cannon st. Thursday, July 26 at 12, is appointed for hearing and adjudicating upon the debts and claims

WEAR VALLEY FOUNDRY AND ENGINEERING COMPANY, LIMITED.—Petition for winding up, presented June 19, directed to be heard before Bacon, V.C., on July 7. Wooler, John st, Bedford row, agent for Wooler, Darlington, solicitor for the petitioner

[*Gazette*, June 26.]

UNLIMITED IN CHANCERY.

LOWESTOFT EQUITABLE FISHING SMACK MUTUAL INSURANCE ASSOCIATION.—Bacon, V.C., has fixed July 2 at 12, at his chambers, for the appointment of an official liquidator

[*Gazette*, June 22.]

FRIENDLY SOCIETIES DISSOLVED.

BENEVOLENT GIFT SOCIETY, Griffin Inn, Stone st, Dudley, Worcester. June 21

COURT PRINCE OF WALES, Ancient Order of Foresters, White Horse Inn, Sunbury, Middlesex. June 20

[*Gazette*, June 26.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BURGESS, LETTICIA, Brighouse, Halifax. July 2. Burgess v Bottomley, Bacon, V.C. Killick, Bradford

CUTHBERT, ELEANOR LOCKHART, Moffat, Scotland. July 10. Chitty, J. Pennington, New sq, Lincoln's inn

GRIST, ELIZABETH, Ealing. July 7. Taberham v Chambers, Kay, J. Jerwood, Furnival's inn, Holborn

LOCKWOOD, GEORGE, West Hartlepool, Durham, Merchant. July 3. Fawcus v Pearse, Kay, J. Newby, Stockton upon Tees

RICHARDS, JANE, Chatteris, Cambridge. July 2. Shelton v Richards, Bacon, V.C. Dawbarn, March

RICHARDS, WILLIAM, Coates, Whittlesey, Cambridge. July 2. Shelton v Richards, Bacon, V.C. Wyman, Peterborough

STROMBOM, LOUISA, Edgar rd, Winchester. July 12. Strombom v Goodman, Chitty, J. Chatterton, Chancery lane

[*Gazette*, June 12.]

HEDGER, HENRY JOHN BRAND, St Helier, Island of Jersey, Gent. July 16. Hedger v Blackmore, Chitty, J. Strickland, Chancery lane

JONES, JOHN, Hertford, Ironmonger. July 18. Sworder v Bateman, Kay, J. Mason, Gresham st

MACGOWAN, ELIZABETH YORSTOUN, Clifton, near Bristol. July 10. Macgowan v Murray, Bacon, V.C. Darbishire, Manchester

MOORE, JAMES ISLES, Glengarry rd, Dulwich, Gent. July 10. Moore v Moore, Chitty, J. Ovans and Co, Potter's Fields, Tooley st

SCHOFIELD, JANE, Milnrow, Rochdale, Lancaster. July 16. Schofield v Whitaker, Chitty, J. Jackson, Rochdale

[*Gazette*, June 15.]

COWLARD, RICHARD, Essex rd, Islington, Greengrocer. July 11. Olding v Hayden, Bacon, V.C. Lockyer, Gresham bldgs, Basinghall st

MACDONALD, ARCHIBALD, Leadenhall st, Licensed Victualler. July 16. Dowling v Stewart, Bacon, V.C. Thomson and Co, Cornhill

WALES, WILLIAM CHARLES, Loughborough rd, Brixton, Butcher. July 20. Wales v Corbett, Kay, J. Davies, Old Jewry chmbrs

[*Gazette*, June 19.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

ASHWORTH, ROBERT, Tranmere, near Birkenhead, Chester. Salesman. July 14. Harper, Bury

BEVILLE, GEORGE FRANCIS, Surbiton, Surrey, Milliner. July 12. Lumley and Lumley, Old Jewry chmbrs

DENTON, JOHN, Leeds, General Merchant. Aug 1. Symonds, Ripponden

DOWNEY, WILLIAM, Eland rd, Lavender hill, School Superintendent. July 14. Bruntons, West Hartlepool

EADE, Rev EDWARD, University Club, Suffolk st, Pall Mall. July 25. Bertram, Norfolk st, Strand

ELLIS, JAMES, Batley, York, out of business. Aug 1. Chadwick, Dewsbury

FURMEDGE, JOHN, Broadway, Dorset, Esq. July 11. Ffooks, Sherborne

GRACE, ELLEN, Pulborough, Sussex. Aug 1. King and McMillin, Bloomsbury sq

GREGG, GEORGE, Sheffield, York, Licensed Victualler. July 28. Newbould and Gould, Sheffield

GUNTON, THOMAS, Thorpe, Norwich, Gent. July 20. Miller and Co, Norwich

HALL, ELIZABETH SHEPHERD, Faversham, Kent. Aug 15. Cunliffe and Co, Chancery lane

HARRIMAN, WILLIAM, Wilsthorpe, Derby, Farmer. July 13. Cartwright, Nottingham

HARRIS, JAMES, Foubert's place, Regent st, Butcher. Aug 1. Harston, Throgmorton st

HOWELLS, THOMAS, Llanarthney, Carmarthen, Collector of Inland Revenue. July 2. Thomas and Browne, Carmarthen

HULL, LANSDOWN, Bromley, Kent, Esq. July 25. Bertram, Norfolk st, Strand

JOHNSON, ANNE, Holloway rd. June 30. Ingoldby and Buckley, Finsbury sq

MICKLEY, ROBERT, Titchmarsh, Northampton, Retired Builder. Aug 24. French, Thrapston

OATES, ELIZABETH, Sunderland, Durham. Aug 15. Hall, Sunderland

OATES, GEORGE, Sunderland, Durham, Shipowner. Aug 15. Hall, Sunderland

O'CONNOR, MARY GRACE, Mooltan, Punjab, East Indies, Contractor. July 12. Lumley and Lumley, Old Jewry chmbrs

PARKER, FRANKE, late Rector of Luffingcott, Devon. Aug 1. Hainworth, Greenwich

PHILIP, JAMES, Oldham, Lancaster, Teacher of Mathematics. July 16. Mellor, Oldham

ROSS, MARY ANN, Britannia villas, Twickenham. July 20. Higson and Son, Manchester

SIMMONS, GEORGE, Brighton, Sussex, Gardener. July 11. Haselwood, Brighton

SKELTON, JANE LOUISA, and BENJAMIN FRANCIS SKELTON, St George's-in-the-East, Gent. July 10. Nutt and Co, Brabant ct, Philpot lane

SLANEY, CATHERINE ANNE, Ennismore gardens. July 24. Hunters and Co, New sq, Lincoln's inn

WADE, JOHN, Stamford, Lincoln, Gent. July 30. Law, Stamford

WELLINGHAM, JOHN, Saint Paul's, Walden, Hertford, Gent. Aug 20. Mayhew, Saxmundham

WIGGLESWORTH, GEORGE, Pepys rd, New Cross, Leather Manufacturer. July 12. Lumley and Lumley, Old Jewry chmbrs

WILLEY, EDWARD DALBY, High st, Marylebone, Greengrocer. Aug 1. Deane and Co, South sq, Gray's inn

WILSON, JOHN, Nottingham, Manager of the Corporation Gas Works. July 26. Hunt and Williams, Nottingham

WILSON, JOSEPH, Oswaldtwistle, Lancaster, Auctioneer. June 29. Hall, Accrington

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ALLEN, EMMA, Grove pl, Hackney. July 14. Herbert and Kent, Gracechurch st

BAITUP, JOHN, Mayfield, Sussex, Farmer. July 28. Philcox

BERRY, JOHN WALTON, Bradford, Solicitor. Sept 4. Makinson and Co, Manchester

BLAKEWAY, HENRY, Shifnal, Salop, Gent. July 31. Gould and Elcock, Stourbridge

BROMWICH, WILLIAM, Badby, Northampton, Innkeeper. July 14. Burton and Willoughby, Daventry

BROWN, STEPHEN, Almondsbury, Gloucester, Yeoman. Aug 1. Gwynn and Gwynn, Bristol

BURROW, ROBERT, Lonsdale, York, Yeoman. July 31. Thompson, Bentham

CARBONELL, JOSE LUNA Y, Bedford Gardens, Kensington. July 14. Lowless and Co, Martin lane, Cannon st

CARTER, JAMES, Pig Dealer, and SARAH CARTER, Albert rd, Dalston. July 19. Anning, Cheapside

CAZALET, EDWARD, Tonbridge, Kent, Merchant. August 1. Freshfields and Williams, Bank bldgs
COLEMAN, HENRY, Chiswell st, Finsbury, Grocer. July 20. Mitchell, Gt Prescot st, Whitechapel
DOWDESWELL, ELIZABETH CHARLOTTE, Birkenhead. July 15. Rogerson and Co, Liverpool
ELLIS, CHARLES, jun, Wimborne Minster, Dorset, Wine Merchant. Sept 20. Basset and Co, Southampton
EVANS, JOHN, Llansannan, Denbigh, Labourer. Aug 1. Davies, Denbigh
FELL, ALICE, Llanrhos, Carnarvon. Aug 1. Louis and Edwards, Ruthin
GALT, MARY, Liverpool, Confectioner. July 16. Reynolds, Liverpool
GAUNTLEY, THOMAS, Nottingham, Lace Manufacturer. June 30. Travell and Woodward, Nottingham
GIFFORD, JOHN, Liverpool. Aug 1. Field and Weightman, Liverpool
GROVES, EDWIN, Southsea, Butcher. July 31. Cousins and Burbidge, Portsmouth
HARRIMAN, WILLIAM, Wilsthorpe, Derby, Farmer. July 13. Cartwright, Nottingham
HAYES, DENIS, St Leonards on Sea, Gent. Aug 20. Trinders and Romer, St Helen's pl
HUGHES, HENRY, Frith st, Soho sq, Artist. Aug 1. Fraser, Soho sq
KENDALL, CHARLES THOMAS, Halifax, York, Commercial Traveller. July 18. Durnford, Halifax
LLOYD, BANASTRE PRYCE, Plastyrion, nr Pietermaritzburg, General. Aug 1. Argles, Great St Helen's
MEE, MARY, Ockbrook, Derby, Shopkeeper. Aug 1. Sale and Mills, Derby
NEISH, JOHN, Liverpool, Gentleman. July 20. Thornley and Cameron, Liverpool
PASKELL, SAMUEL WILLIAM, Gloucester rd, Old Brompton, Picture Restorer. July 23. Tatton, Lower Phillimore pl
RAMSBOTTOM, FRANCIS JOHN, Sinclair rd, West Kensington Park, Gentleman. Aug 1. Murray and Co, Birchin lane
RICHARDSON, WILLIAM, Hitchin, Hertford, Gentleman. July 28. Lucas, Surry st, Victoria Embankment
SMITH, RACHAEL, Clifton, near Bristol, Gloucester. July 31. Lee, New inn, Strand
SPARROW, REGINALD BRAGGE, Gosfield, Essex, Gent. Sept 1. Beaumont, Coggeshall
WADE, JOHN, Stamford, Lincoln, Gent. July 30. Law, Stamford
WHITTAKER, JOHN, Prestwich, Lancaster, Gent. July 16. Grundy, Bury
WHITAKER, JOSHUA, Ossett, York, Esq. Aug 15. Browne and Co, Wakefield
WHITEHEAD, EDWARD, Manchester, Gent. July 28. Sutton and Elliott, Manchester

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ASHLEY, WILLIAM, Market Drayton, Salop, Retired Innkeeper. July 19. Pearson, Market Drayton
BAILEY, EDWIN, Trowbridge, Wilts, Tailor. July 26. Bush and Son, Trowbridge
BROWN, WILLIAM, Lissington, nr Wragby, Lincoln, Farmer. Aug 4. Mason, Gt Grimsby
CANNON, ANN WHITNEY, Hitchin, Hertford. July 26. Holben, Cambridge
CLAYTON, ELD EDMUND, Bury St Edmunds, Suffolk, Gent. Aug 1. Salmon and Son, Bury St Edmunds
CUTHBERTSON, GEORGE, Highbury hill, Gent. Aug 8. Lawrence and Son, Chancery lane
DAVENPORT, JAMES, Prestwich, Lancaster, Painter. July 31. Slater and Co, Manchester
GARRARD, EDWARD, Needham Market, Suffolk, Ham Curer. Aug 1. Salmon and Son, Bury St Edmunds
GRIFFITHS, RICHARD, Penmachno, Carnarvon, Shopkeeper. Aug 1. Ellis, Llanrwst
HOSKEN, JAMES THEODORE, Cubert, Cornwall, Esq. July 14. Hodge and Co, Truro
HOULDER, WILLIAM, Southall, Chemical Manufacturer. Aug 13. Houlder, Chancery lane
HUDSON, HERBERT, Holme, upon Spalding Moor, York, Chemist. Aug 2. Bantoft and Son, Selby
IRVING, WILLIAM, Kingston upon Hull, Gent. Sept 19. Leak and Co, Hull
JOHNSON, CAROLINE ASHBY, St Helens, Isle of Wight. June 21. Vincent, Ryde
KEARVELL, THOMAS, Warfield, Berks, Builder. July 25. Cave, Bracknell
KIRBY, HENRY, Waterloo, nr Liverpool, Gent. July 31. Norris and Sons, Liverpool
KNIGHT, JOSEPH AUGUSTUS, Faversham, Kent. July 31. Munns and Longden, Old Jewry
KNIGHT, MARIA, Aylesbury, Bucks. June 1. Hill, Queen st pl, Cannon st
PARTRIDGE, JOHN, Musbury, Devon, Merchant. July 31. Forward, Axminster
PICKARD, MARY, Nottingham. July 6. Travell and Woodward, Nottingham
PICKARD, WILLIAM, Nottingham. July 6. Travell and Woodward, Nottingham
READ, JOHN, Northwich, Chester, no occupation. June 30. Fletcher, Northwich
ROSE, JAMES, Potterne, Wilts, Farmer. July 14. Marshall, Devizes
SATCHELL, JOHN, Queen st, Cheapside, Gent. July 29. Chapple, Queen st, Cheapside
SHORTLAND, CHARLES JOHN, Plumstead, Kent, Artisan. July 21. Whale, Woolwich
SKELTON, PETER, Bolton, Lancaster, Gent. July 22. Brown and Hinnell, Bolton
SMITH, SPENCER MARSH, Otley, York, Gent. Aug 20. Burdekin and Co, Sheffield
THORPE, Rev. JOHN FREDERICK, Hern Hill, nr Faversham, Kent. Aug 25. Johnson, Faversham
TROTTER, THOMAS ROBINSON, Tynemouth, Northumberland, Gent. Sept 1. Ingledew and Daggett, Newcastle-upon-Tyne
WATTS, JANE, Freshford, Somerset. July 26. Bush, Trowbridge
WELLS, JOHN, Weedon Beck, Northampton, Farmer. July 21. Burton and Willoughby, Daventry
WILLIAMS, CHARLES, Holloway rd, Gent. July 16. Bennett, Gresham bldgs, Basinghall st
YOUNGER, MARY, West Ham, Essex. July 31. Darley and Cumberland, John st, Bedford row

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RECENT SALES.

At the Stock and Share Auction and Advance Company's (Limited) sale, held at their sale-room, Crown-court, Old Broad-street, E.C., on the 28th inst., the following were among the prices obtained:—The "Chalet" £5 shares, £5 10s.; Army and Navy Hotel, £3 3s.; Steamship "Hugh Sleigh" £350 share, £343 15s. paid, £300; East Craven Moor Lead, 1s. 6d.; West Holway Lead, 15s.; Westminster Improvement Commission Bonds, 2 per cent.; United Horse Nail, 12s. 1½d.; Horse Shoe Manufacturing, 4s. 9d.; Rhodes Reef Gold, 4s.; and other miscellaneous securities fetched fair prices.

SALES OF THE ENSUING WEEK.

June 30.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Royal Hotel, Ruggess Hill, at 3 p.m., Landed Estates (see advertisement, June 16, p. 2).
July 2.—Mr. ARTHUR JACKSON, at the Mart, at 2 p.m., Freehold Land and Leasehold Property (see advertisement, June 23, p. 576).
July 3.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 1 p.m., Freehold and Leasehold Estates and Properties (see advertisement, June 16, p. 13, and this week, p. 4).
July 3.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold and Copyhold Estates and Properties (see advertisement, June 16, p. 3).
July 3.—Messrs. FOSTER, at the Mart, at 2 p.m., Leasehold Ground Rent (see advertisement, this week, p. 4).
July 5.—Messrs. GLASIER & SONS, at the Mart, at 2 p.m., Freehold Estates (see advertisement, June 16, p. 7).
July 5.—Mr. JOHN LEES, at the Mart, at 12 for 1, Freehold Property (see advertisement, June 16, p. 15).
July 6.—Messrs. HERRING, SON, & DAW, at the Mart, at 1 p.m., Freehold Property (see advertisement, June 16, p. 15).
July 6.—Messrs. WILLIAM & F. HOUGHTON, at the Mart, at 2 p.m., Freehold and Copyhold Properties, Land, &c. (see advertisement, June 23, p. 4).
July 6.—Messrs. E. & H. LUMLEY, at the Mart, at 2 p.m., Freehold Properties (see advertisement, June 16, p. 6).

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

TYSSEN—MADDEN.—June 23, Amherst Daniel Tyssen, D.C.L., barrister-at-law, to Cassandra Mary Amelia Madden, daughter of the late Charles Madden, H.E.I.C.S., Bengal.
WINN—HICKS.—June 23, at Weybridge, Arthur Thomas Winn, M.A., Trinity Hall, Cambridge, barrister-at-law of the Middle Temple, to Constance, daughter of Henry Hicks, Esq., of Heath-house, Weybridge.

LONDON GAZETTES.

Bankrupts.

FRIDAY, June 22, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bauer, Christian, Stanton terrace, Stratford New Town, Baker. Pet June 19. Murray. July 6 at 11.30
Baxter, William, Gresham House, Old Broad st, Director of Public Companies. Pet June 19. Murray. July 6 at 11
Fillans, Maitland Hall, East Ham, Essex, Farmer. Pet June 20. Brougham. July 3 at 12.30
Gow, William Maxwell, and James Milne, Queen Victoria st, Commission Agents. Pet June 20. Brougham. July 3 at 12
Mottram, Montagu, Eldon rd, Kensington, Master Mariner. Pet June 19. Hazlitt. July 11 at 12
Power, Edward Sandiford, St Paul's rd, Highbury. Pet June 14. Hazlitt. July 4 at 11.30
Van de Water, Adolphe, Pentonville-road, Islington, Livery Stable Keeper. Pet June 18. Pepys. July 4 at 12.30
Yorke, Charles Francis, Conduit st, Bond st, Solicitor. Pet April 20. Pepys. July 4 at 12.30

To Surrender in the Country.

Barber, Henry, Oxford rd, Ealing. Pet June 19. Ruston. Brentford, July 9 at 2
Harrison, Joseph, Deansgate, Bolton, Lancaster, Tailor. Pet June 18. Holden. Bolton, July 4 at 11
Packwood, George Alfred, Salford, Lancaster, Estate Agent. Pet June 18. Hulton. Salford, July 4 at 11

TUESDAY, June 26, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Burridge, Thomas, Harlesden, nr Willesden, Builder. Pet June 22. Murray. July 6 at 12
Langton, John Thomas, King's rd, St Pancras, Wood Turner. Pet June 21. Murray. July 11 at 12

To Surrender in the Country.

Baldwin, Henry, Birdhurst rd, Wandsworth, Builder. Pet June 19. Willoughby. Wandsworth, July 13 at 11
Bolding, John James, The Avenue, Surbiton. Pet June 19. Bell. Kingston. July 19 at 4
Cockell, E., Home rd, Battersea, Builder. Pet June 19. Willoughby. Wandsworth, July 13 at 11
O'Brien, Michael, Plymouth, Provision Merchant. Pet June 22. Edmonds. East Stonehouse, July 13 at 12
Simons, William Selick, Bristol, Licensed Victualler. Pet June 21. Wright. Bristol, July 6 at 2
White, Joseph Cooper, Sheffield, Stockbroker. Pet June 21. Wake. Sheffield. July 11 at 1

BANKRUPTCIES ANNULLED.

FRIDAY, June 22, 1883.

Dart, William, Romford, Essex. June 16
Markham, William Hope, St James' pl, Piccadilly. June 19
O'Neill, James, Falcon st, Fancy Stationer. June 16

TUESDAY, June 26, 1883.

Sigismund, Isidor Mordaunt, Queen Anne st, Cavendish sq, Dental Surgeon. June 22

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 22, 1883.

Adams, Harry, Saltley, nr Birmingham, Corn Dealer. July 2 at 3 at office of Eaton and Smith, Old sq, Birmingham
Ager, Edward, Bury St Edmunds, Suffolk, Beer Retailer. July 5 at 12 at office of Gross, Crown st, Bury St Edmunds
Ashworth, James, and Taylor Ashworth, Rochdale, Cotton Spinners. July 4 at 3 at Old Townhall, King st, Manchester. Heelis, Manchester

Bailey, Theophilus, Finsbury rd, Wood Green, Watchmaker. July 5 at 3 at 16, Cheapside. Neave, Friday st, Cheapside
Barbour, William, Liverpool, Provision Dealer. July 12 at 3 at office of Etty, Lord st, Liverpool
Barker, William, Manchester, Insurance Agent. July 10 at 3 at office of Oram, Peter st, Manchester
Barnard, Philip Augustus, and Walter Barnard, Regent st, Artists. July 9 at 2 at office of Pearpoint, Pall Mall
Barrett, Henry, Hereford, Baker. July 3 at 12.30 at office of James and Bodenham, St Peter st, Hereford
Barker, Tom, Bradford, Saddler. July 3 at 3 at Law Institution, Albion pl, Leeds. Berry and Co, Bradford
Beaumont, John Edward, Oldham, Grocer. July 9 at 3 at office of Davies, Clegg st, Oldham
Bennett, William, Newcastle upon Tyne, Grocer. July 5 at 2 at office of Duncan and Duncan, Market pl, South Shields
Bond, William, Warwick, Innkeeper. July 10 at 12 at office of Sanderson, Church st, Warwick
Bonner, Edward, Thornton Heath, Surrey, Cowkeeper. July 10 at 11 at 118, High st, Croydon. Armstrong, Chancery lane
Briggs, William Charles, Ripley, Derby, Grocer. July 11 at 3 at Bell Hotel, Sadler gate, Derby. Peake, Ripley
Burrow, James Edward, Leeds, Leather Factor. July 19 at 3 at office of Craven, East parade, Leeds
Bushell, Elizabeth, Bristol, Livery Stable keeper. July 4 at 3 at office of Hale, Nicholas st, Bristol. Cumberland, Bristol
Butterell, James, Sheffield, Grocer. July 4 at 11 at office of Law Society, Hoole's chbrs, Bank st, Sheffield. Mellor, Sheffield
Chapman, Harriet, York. July 4 at 11 at office of Crumbie, Stonegate, York
Cherry, John, High st, Stoke Newington, Boot Manufacturer. July 2 at 3 at Masons' Hall Tavern, Masons' avenue, Basinghall st, in lieu of the place originally named
Cordery, Charles Thomas, Salt Hill, Bucks, Builder. July 9 at 3 at office of Webb, High st, Slough
Cumberland, Henry, Annis rd, Hackney, Manufacturing Chemist. July 4 at 3 at office of Aird, Brabant crt, Philpot lane
Moses, David, Coychurch, Glamorgan, Farmer. June 30 at 12 at office of Randall, Bridgend
Davies, Rees, Swansea, Glamorgan, Grocer. July 3 at 3 at office of Thomas, York pl, Swansea
Davis, Samuel, Houndsditch, Fancy Warehouseman. July 10 at 3 at office of Warde, Chancery lane
Dubbins, Edward, Shipley, Sussex, Grocer. July 12 at 12 at office of Medwin and Co, Horsham
Ellise, Charles Samuel, Palmer's green, Southgate, Baker. July 10 at 3 at office of Rumney, Walbrook
Elphick, James Edward, Woolwich, Kent, Veterinary Surgeon, July 10 at 2 at office of Cogswell, Museum st, Oxford st. Geatly, Bow st, Covent Garden
Evans, David, Greenfield, nr Holywell, Flint, out of employment. June 30 at 2.30 at Royal Hotel, Rhyl. Evans, Holywell
Featherstone, John, and John Hare, Mansfield, Nottingham, Boot Makers. July 6 at 3 at office of White, Stockwell gate, Mansfield
Fetch, William, Kingston-upon-Hull, Fish and Poultry Dealer. July 4 at 3 at office of Singleton, Cogan's chbrs, Bowlalley lane, Hull
Gilmor, John Greenwood, Thames Ditton, Surrey, Lieutenant-Colonel Retired. July 11 at 12 at Griffin Hotel, Kingston upon Thames. Johnson and Co, Old Jewry
Graham, John Morgan, Moss Side, nr Manchester, Druggists' Sundryman. July 9 at 3 at office of Sutton and Elliott, Fountain st, Manchester
Hackett, John, Salford, Lancaster, Licensed Broker. July 4 at 3 at office of Leigh, Brown st, Manchester
Hall, Frederick, and Thomas Henry Harris, Moorgate st, Manufacturers. July 12 at 2 at Guildhall Tavern, Gresham st. Smallman, Queen st
Herbert, William James, Ampthill, Bedford, Boot Upper Manufacturer. July 4 at 11 at office of Webb, Waterloo pl, Pall Mall. Tanqueray, Ampthill
Holdham, William John, Sheffield, York, Grocer. July 5 at 11 at office of Bennett, Rutland chbrs, Meetinghouse lane, Sheffield
Horowitz, Harris, Leeds, Botanist. July 3 at 3 at office of Watson, Great George st, Leeds
Houghton, James, Macclesfield, Chester, General Dealer. July 9 at 11 at office of May, Church Side, Macclesfield
Jones, John, Liverpool, Team Owner's Manager. July 6 at 2.30 at office of Gee, North John st, Liverpool
Keen, James, Portobello rd, Notting hill, Dairyman. June 30 at 11 at 269, High Holborn. Knight, Quality ct, Chancery lane
Keyte, Thomas, and William Wray, Ashdown st, Queen's crescent, Kentish Town, Builders. July 10 at 2 at office of Dowse and Ellis, New inn, Strand
Leighton, John Henry, Deptford, Merchant. July 6 at 2 at Guildhall Tavern, Gresham st. Swepstone, Lime ts
Mackay, Neil, Pencoed, Glamorgan, Farmer. July 6 at 11 at office of Stockwood, Townhall chbrs, Bridgend
McDowall, William, Exmouth st, Stepney, Credit Draper. July 4 at 2 at office of Cannon and Terry, Wool Exchange, Coleman st
McMellon, Robert, Whitehaven, Cumberland, Butcher. July 4 at 11 at office of Mason and Thompson, Duke st, Whitehaven
Moorhouse, William, Burnley, Lancaster, Beerhouse Keeper. July 4 at 3 at office of Knowles, Nicholas st, Burnley
Morris, Herbert, Tyssen st, Dalston, Asphalter. June 29 at 12 at office of Harrison, Pancras lane
Needham, Thomas, Huttoft, Lincoln, Farmer. July 6 at 4 at Windmill Hotel, Alford. Hammond, Alford
Nelson, Morris, Bancroft rd, Mile End, Carman. June 29 at 3 at office of Cattlin, Wormwood st, Old Broad st
Partington, Joseph, Leigh, Lancaster, Innkeeper. July 5 at 2.30 at Courts Hotel, Leigh. Dowling and Urry, Bolton
Pickard, John, Leeds, Agent. July 4 at 3 at office of Watson, Great George st, Leeds
Pratt, Emmanuel, Astwood Bank, Worcester, Blacksmith. July 3 at 3 at office of Amphlett and Co, Prospect hill, Redditch
Pritchard, Hugh, Llanfairfechan, Carnarvon, Draper. July 5 at 2 at Albion Hotel, Chester. Roberts, Bangor
Procter, Samuel, Manchester, Confectioner. July 5 at 3 at office of Blakeway and Chambers, Deansgate, Manchester
Proctor, Agnes, Birmingham, Tobacconist. July 2 at 12 at office of Parry, Colmore row, Birmingham
Rice, Charles Lake, Cardiff, Plumber. July 9 at 11 at office of Jones, Duke st, Cardiff
Rogers, William, Nottingham, Joiner. July 4 at 3 at office of Truman, Nottingham
Rudyard, Walter Henry, Macclesfield, Trimming Manufacturer. July 5 at 2.30 at office of Froggatt, King Edward st, Macclesfield
Salkeld, John, Chartley, Stafford, Cement Manufacturer. July 9 at 3 at office of Good and Co, Poultry
Sefton, William, Blackburn, Innkeeper. July 6 at 3 at office of Scott, Victoria st, Blackburn
Shortt, William, Wigan, Hatter. July 6 at 11 at office of France, Churchgate, Wigan
Skinner, George Joseph, Mile end road, Printer. June 30 at 10.30 at office of Dobson, Minories
Smith, Edward, Ilkley, York, Saddler. July 2 at 11 at office of Peel and Co, Chapel lane, Bradford
Smith, George, Bolton, Nurseryman. July 6 at 11 at office of Dutton, Acresfield, Bolton
Thackray, Henry, Burslem, Earthenware Decorator. June 30 at 11 at office of Ashmall, Albion st, Hanley
Thomas, John Robert, Bootle, Builder. July 13 at 2 at office of Knowles, Cook st, Liverpool
Thomas, Thomas, Carmarthen, Cabinetmaker. July 9 at 10.30 at office of White, King st, Carmarthen
Tomlinson, Thomas Henry John, Sherston Magna, Wilts, Innkeeper. July 2 at 1 at Swan Hotel, Sherston Magna. Jackson, Gloucester
Vaughan, Joseph Charles, Droitwich, Licensed Victualler. July 4 at 3 at Star and Garter Hotel, Droitwich. Miller and Corbet, Kidderminster
Walker, Henry, Huntroyd Grange Manor, Farm Bailiff. July 2 at 3 at office of Kemp, Barstow sq, Wakefield
Wallworth, John George, Hanley, Grocer. July 4 at 11 at office of Ashmall, Albion st, Hanley
Whittall, Edward, Wentnor, Salop, Grocer. July 6 at 12.30 at office of Newill, Bishops Castle
Whitworth, Alan Milne, Chester, Tobacconist. July 5 at 11 at office of Brassey, Eastgate row North, Chester
Williams, John William, and William Robert Wood, Brandon, Norfolk, Auctioneers. July 6 at 12 at office of Read, Mildenhall
Wood, George, Burton on Trent, Stafford, Hardware and General Dealer. July 4 at 12 at office of Mears, Station st, Burton on Trent
Wright, Cedric Francis, Goodge st, Tottenham ct rd, Upholsterer. June 29 at 2 at office of Cogswell, Museum st, Oxford st. Goatly, Bow st, Covent garden
Wright, Ellen, Wangford, Suffolk, Grocer. July 2 at office of Kent, St Andrew's Hall plain, Norwich, in lieu of place originally named
Young, James, and Henry Skilton, Leatherhead, Surrey, Builders. July 9 at 2 at Guildhall Tavern, Gresham st. Hogan and Hughes, Martin's lane, Cannon st

TUESDAY, June 26, 1883.

Abrahams, Israel, Russell sq, no occupation. July 12 at 2 at office of Denton and Co, Gray's inn sq
Alldridge, William, Birmingham, Chemist. July 11 at 2 at Colmore Estate Sale Rooms, Newhall st, Birmingham. Johnson and Co
Andrews, Charles, Latchford, Chester, Contractor. July 9 at 11 at office of Ridgway and Worsley, Cairo st, Warrington
Anthony, Ann Dean, Manchester, Bookseller. July 10 at 3 at office of Wood and Williamson, Brazennose st, Manchester
Baker, Mahala Louisa, Tunstall Suffolk, Grocer. July 12 at 2 at office of Southwell and Fry, Saxmundham. Pollard, Ipswich
Billing, Edwin, Isaac, Cheltenham, Gloucester, out of business. July 13 at 2 at Guildhall Tavern, Gresham st. Harston, Throgmorton st
Birch, Edward, Longton, Stafford, Beerhouse Keeper. July 3 at 11 at office of Welch, Caroline st, Longton
Birrell, William, Shrewsbury, Builder. July 9 at 11 at Law Society's Room, Talbot chbrs, Shrewsbury. Wace
Blakeley, Mark, Manchester, Merchant. July 9 at 3 at office of Storer and Lloyd Fountain st, Manchester
Bowdler, Edward, Leicester, Grocer. July 11 at 3 at office of Curtis, Halford st, Leicester
Brooke, Joseph, Birmingham, Grocer. July 7 at 11 at office of Walford and Rider, Newhall st, Birmingham
Brown, James Betts, Rectory rd, Stoke Newington, Brick Agent. July 7 at 11 at office of Knight, Devonshire chbrs, Bishopsgate st Without. Hoyle, Throgmorton st
Burrell, Thomas James, Knightrider st, Mantle Manufacturer. July 10 at 3 at 3 at 83, Gresham st. Turner and Son, King st, Cheapside
Butt, William George, Langport, Somerset, Coal Merchant. July 9 at 11 at office of Reed and Cook, King's sq, Bridgwater
Butterworth, William, Bolton, Bread Dealer. July 10 at 3 at office of Ryley, Mawdsley st, Bolton
Cannon, Charles, Davies st, Dyer. July 16 at 3 at office of Thomson and Co, Cornhill
Chambers, Samuel, Mowsley, Leicester, Farmer. July 9 at 12 at office of Owston and Co, Friar lane, Leicester
Chappell, Abraham, Barnsley, York, Fent Dealer. July 12 at 3 at office of Maddison, Church st, Barnsley
Clements, Arthur Hall, Nottingham, Baker. July 12 at 11 at office of Black, Low pavement, Nottingham
Collier, John, Chepstow, Monmouth, Publican. July 10 at 11 at office of Parker, Commercial st, Newport
Collis, William Ebenezer, Oxford, Hotel Manager. July 7 at 1 at 54, Cornmarket st, Oxford. Kilby and Mace, Chipping Norton
Coote, George Betts, Macclesfield, Chester, Licensed Victualler. July 9 at 3 at office of May, Churchside, Macclesfield
Crew, James, jun, Rowley Regis, Stafford, Warehouseman. July 10 at 3 at office of Stokes and Hooper, Priory st, Dudley
Crowther, Joseph, Old Trafford, Manchester, Jeweller's Assistant. July 10 at 3 at office of Boote and Edgar, Booth st, Manchester
Davies, Rees, Swansea, Glamorgan, Grocer. July 3 at 3 at Royal Hotel, St Mary st, Cardiff, in lieu of place originally named
Davis, Aaron Joseph, and Elkan Davis, Manchester, Watch Manufacturers. July 12 at 3 at B Committee Room, Old Townhall, King st, Manchester, Rylance and Son, Manchester
Deakin, James, John Deakin, George Mills, and Henry Deakin, Winnington, nr Northwich, Salt Manufacturers. July 12 at 11 at office of Fletcher, Northwich
Dore, Frank, Newport, Isle of Wight, Gunsmith. July 18 at 1 at Inns of Court Hotel, Holborn. Henry, Newport
Dunstan, James, Sheffield, York, Tailor. July 5 at 12 at Law Society, Hoole's chbrs, Bank st, Sheffield. Pierson, Sheffield
Dwyer, Edward Michael, Manchester, Egg Dealer. July 9 at 3 at office of Chew, Swan st, Manchester
Edwards, Thomas, Clee Hills, Salop, Miner. July 7 at 12 at office of Rudland, Queen st, Wolverhampton
Evans, Caroline, Caroline Bacon Evans, and Mary Elizabeth Evans, Bolton rd, Grove Park, Chiswick, Schoolmistresses. July 10 at 3 at office of Piesse, Old Jewry chbrs
Eydmann, Edwin, Acton, Builder. July 11 at 2 at office of Brown, Lincoln's inn fields
Fox, Thomas, Bradford, Glass Dealer. July 9 at 2 at 18, Albion pl, Leeds. Wilkinson, Bradford
Gardner, Samuel, Stockwell rd, Surrey, Painter. July 10 at 2 at office of Derry, Gt Winchester st
Garrard, John, Mansfield, Auctioneer. July 10 at 3 at office of Bryan, West Gate, Mansfield
Goldsman, Joseph Samuel, Gt Cambridge st, Hackney rd, Boot Manufacturer. July 9 at 3 at office of Pratt and Norton, Old Jewry chbrs. Raphael, Moorgate st
Goodwin, Joseph Conrad, Battersea Park rd, Dairyman. July 12 at 3 at Inns of Court Hotel, High Holborn. Finnis and Wylie, Surrey st, Strand
Greene, Henry, Freshford, Somerset, Gent. July 7 at 11 at office of Bartrum and Bartlett, Northumberland bldgs, Bath
Haseldine, George, Passenham, Northampton, Baker, July 7 at 12 at Peacock Hotel, Northampton. Parrott, Stoney Stratford

Hislop, Alexander, Bilston, Stafford, Grocer. July 6 at 3 at office of Stratton, Queen st, Wolverhampton
Hodgson, Jonathan, Billy row, Durham, Innkeeper. July 11 at 12 at office of Proud, Market pl, Bishop Auckland
House, Wyndham George, Old Charlton, Kent, Baker. July 4 at 12 at office of Bennett, Finsbury sq bldgs, Chiswell st
Irvine, Robert Carr, Blackpool, Provision Merchant. July 9 at 11 at office of Banks, Church st, Blackpool
Jacobs, Alfred, Loveridge rd, Kilburn, Builder. July 10 at 2 at Cannon st Hotel, Cannon st. Payne, Cannon st
Jones, Isaac, Wolverhampton, Commission Agent. July 9 at 3 at office of Stirk and Brewer, North st, Wolverhampton
Kingdom, Joseph, Provision Merchant. July 9 at 12 at office of Phillips, Small st, Bristol. Brittan and Co, Bristol
Lackenby, William Johnstone, and James Welch, Sunderland, Monumental Sculptors. July 6 at 2.30 at Queen's Hotel, Fawcett st, Sunderland. Ward, Middlesborough
Lane, John, Yeovil, Somerset, Builder. July 7 at 11 at Red Lion Hotel, Yeovil. Watts, Yeovil
Langridge, Richard, Holborn hill, Jeweller. July 19 at 3 at office of Letts Brothers, Bartlett's bldgs
Lee, Samuel, Elthorne rd, Upper Holloway, Stone Mason. July 16 at 2 at 58, Chancery lane. Poncione and Leggatt, Raymond's bdgs, Gray's inn
Lloyd, William. Talyllyn, Merioneth, Farmer. July 6 at 3 at office of Griffith Jones and Co, High st, Towyn
Loveridge, Robert Peter, Burnham, Somerset, Innkeeper. July 9 at 2 at Kellaway's Railway Hotel, Highbridge. Reed and Cook, Bridgwater
Macpherson, John, Wollaston, nr Lydney, Gloucester, Paper Manufacturer. July 12 at 2.30 at Cannon st Hotel. Cannon st. Johnsons and Co, Austin Friars
Meitzer, Christolph Reinhold, Diedrich Herman Meitzer, and Derbich John Elster Gt St Helens, Commission Agents. July 18 at 12 at office of Lawrence and Co, Old Jewry chbrs
Milne, Mary, Shaw, nr Oldham, Lancaster, Grocer. July 10 at 3 at the Lyceum, Union st, Oldham. Clegg, Oldham
Mitchell, Charles, Leeds, Underclothing Manufacturer. July 6 at 3 at office of Brooke, East parade, Leeds
Monk, Thomas, Blackburn, Lancaster, Fitter. July 10 at 3 at office of Withers, Tackett's st, Blackburn
Moritz, Emanuel, Bury st, St Mary Axe, Merchant. July 10 at 2 at office of Phelps and Co, Gresham st
Myers, Thomas, Bradford, York, Innkeeper. July 9 at 3 at office of Beverley and Freeman, Hustlergate, Bradford
Nash, William, Frederic Nash, and Karl Pierre Lienard, Farringdon st, Wine and Spirit Merchants. July 18 at 2 at St Michael's hall, George yd, Lombard st. Plews and Co, Mark lane
Nolson, William John, Helperby, York, Grocer. July 10 at 1 at office of Paley and Buckle, High st, Boroughbridge
Parnwell, John Benson, Little Ilford, Essex, Builder. July 11 at 11 at Law Institution, Chancery lane. Collins and Wilkinson, King William st
Paterson, Alexander, Queen Victoria st, Commission Agent. July 17 at 3 at 111, Cheapside. Peckham and Co, Knightrider st, Doctor's commons
Pearce, William, Amhurst rd, Hackney, of no occupation. July 9 at 2.30 at Guildhall Tavern, Gresham st. Reynolds, Furnival's inn, Holborn
Peel, Hannah, Newcastle upon Tyne, out of business. July 6 at 3 at office of Sewell, Grey st, Newcastle upon Tyne
Plant, Thomas Oscar, Tipton, Stafford, Draper. July 16 at 11 at Globe Hotel, Mount pleasant, Bilston. Bowen, Bilston
Porter, Samuel, Taunton, Somerset, Innkeeper. July 10 at 11 at office of Kite, Hammett st, Taunton
Powell, Thomas, Small Heath juxta Birmingham, Beer Retailer. July 9 at 3 at office of Phillips, Bennett's hill, Birmingham
Pratt, James, Bosden, Chester, Painter. July 10 at 11 at office of Brown and Ainsworth, St Petersgate, Stockport
Pratt, Thomas, John Pratt, and George Bowman, Huddersfield, Bootmakers. July 12 at 11 at office of Johnson and Crook, Market Walk, Huddersfield
Ramsay, Mary, Ellen Ramsay, Mary Ramsay, Sarah Ramsay, Jane Ramsay, and Edith Ramsay, Penrith, Cumberland, Chemists. July 5 at 2 at office of Little and Lamonby, Penrith
Reade, Thomas, Manchester, out of business. July 6 at 12 at office of Lawson, Mount st, Manchester
Richards, John, Tyneham rd, Lavender Hill, Bootmaker. July 12 at 4 at office of Marshall, Chancery lane
Ridyard, Edward, Hollinwood, Lancaster, Builder's Foreman. July 16 at 3 at office of Haslam, Market st, Bury
Roberts, Hugh, Llanderfell, Merioneth, Butter Merchant. July 12 at 11 at office of James, Corwen
Robinson, John, Caledonian rd, Provision Merchant. July 18 at 12 at office of Poncione, jun, Raymond bldgs, Gray's inn
Sagar, Frank Henry, and John William Sagar, Clayton le Moors, Lancaster, Cotton Manufacturers. July 11 at 11 at office of Procter and Baldwin, Ormerod st, Burnley
Savage, George, Cow Honeybourne, Gloucester, Licensed Hawker. July 10 at 12 at office of New and Co, Bridge st, Evesham
Short, James, Tamworth, Hosier. July 10 at 3 at office of Shaw, Church st, Tamworth
Showler, Joseph, Doncaster, Saddler. July 9 at 3 at Elephant Hotel, St Sepulchre Gate, Doncaster. Verity and Baddeley, Doncaster
Simpson, John William, High Crompton, nr Oldham, Farm Produce Dealer. July 12 at 3 at office of Worth, Lower Gates, Rochdale
Smith, Charles Thomas, Bow lane, Cheapside, Wine Merchant. July 13 at 3 at office of Kisbey, Cheapside
Smith, Elizabeth Catherine, Birmingham, Manufacturer of Tobacconists' Fancy Goods. July 6 at 3 at office of Mitchell, Colmore row, Birmingham
Smith, Joseph, Bristol, Painter. July 6 at 2 at office of Clifton and Carter, [illegible] st, Bristol
Smith, William Hanson, Chapeltown, nr Leeds, Greengrocer. July 10 at 1 at office of Rooke and Midgley, White Horse st, Leeds
Smurthwaite, John, and Francis Albert Alston, Sunderland, Brewers. July [illegible] 11 at 32, John st, Sunderland. Ritson, Sunderland
Snowden, Robert Brodie, Aldeburgh, Suffolk, Hotel Keeper. July 11 at 1.30 Railway Hotel, Aldeburgh. Culley
Southwart, Alfred, Thornton, York, Contractor. July 6 at 3 at office of [illegible] Bridge st, Bradford
Spratt, George Uriah, Long Eaton, Derby, Chemist. July 13 at 11 at office Black, Low pavement, Nottingham
Storry, John, Leadenhall st, Wine Merchant. July 13 at 12 at St Michael's [illegible] George yd, Lombard st. Edwards, Harp lane
Thomas, Thomas Henry, Treforest, Glamorgan, Draper. July 10 at 12 at office Tribe and Co, Crockherbtown, Cardiff. Morgan and Scott, Cardiff
Tonge, James, Kearsley, Lancaster, Jeweller. July 6 at 2.30 at 26, Market pl, Manchester. Clarke, Bolton
Tosland, Thomas Sulman, Calne, Upholsterer. July 6 at 12 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Henly, Calne
Trimwell, William, Birmingham, Funeral Undertaker. July 7 at 10.30 at office Fallows, Cherry st, Birmingham
Venner, Alfred Christopher, Hillfarrance, Somerset, Innkeeper. July 7 at 12 office of Alms, Hammet st, Taunton
Vine, James, and James Oliver, Lower Streatham, Builders. July 16 at 3 at office of Saffery and Co, Old Jewry chbrs. Bowker, Gray's inn sq
Wagstaff, John, Potton, Beds, Tailor. July 10 at 12 at Inns of Court Hotel, [illegible] born. Conquest and Clare, Bedford
Wells, Augustus Richardson, and John Henry Kennett, Honey lane Market, Merchants. July 10 at 12 at office of Plunkett and Leader, St Paul's chyd
Wilkinson, Richard Henry, Wakefield, Hosier. July 10 at 3 at offices of Gill and Plews, King st, Wakefield
Williams, Martha, Penclawdd, Glamorgan, Grocer. July 6 at 3 at office of Thomas, York pl, Swansea
Williams, Robert, Rhyl, Flint, Baker. July 18 at 12 at office of Lewis and Edwards, Castle st, Ruthin
Williams, Thomas, Pembroke, Grocer. July 13 at 12 at 2, Water st, Pembroke Dock. Brown, Pembroke Dock
Wood, George Henry, High Wycombe, Buckingham. July 14 at 11 at office Clarke, Easton st, High Wycombe
Young, Henry, Fareham, Hants, Baker. July 12 at 3 at office of Blake and Reed, Union st, Portsea

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